

## 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 Belfast 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 DISTRICT and/or its Participants as that term is defined in 34 CFR 599.3, which implements the Family Educational Rights and Privacy Act ("FERPA"),

-AND-

Personally identifiable information from the records of the 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 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 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 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 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 security and privacy, and the contractual obligations with respect to Protected Data set forth herein.

### DATA PRIVACY AND SECURITY PLAN

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

Josie Preston, *President*

Wendy Butler Ed.D., *Superintendent*

Randa Harrington, *Vice President* 1 King Street  
Principal Becky Backer Phone: (585) 365-2646

◆ Belfast, New York 14711 Richard Bull, 5-12  
Fax: (585) 365-2648 Jessica Hess, *PK-4 Principal/ Director*

Dan Borden

Cecy Curcio Robert J. Lingenfelter, *Business Manager*  
Chris Enders Kayloni Dziedzic, *District Treasurer*  
Patricia Krotz Gina Larrabee, *District Clerk*



*of Pupil Services*

## **EXHIBIT A**

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

The Belfast School District is committed to protecting the privacy and security of student, teacher, and principal data. In accordance with New York Education


Law § 2-d, the District wishes to inform 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 the State is available for public review at:

[http://www.p12.nysed.gov/irs/sirs/documentation/NYS  
EDstudentData.xlsx](http://www.p12.nysed.gov/irs/sirs/documentation/NYS_EDstudentData.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 should be directed in writing to the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, New York 12234. Complaints may also be directed to the Chief Privacy Officer via email at: [CPO@mail.nysed.gov](mailto:CPO@mail.nysed.gov)

 6/4/20  
Belfast Central School Representative

 6/18/2020  
Vendor Representative  
Flipgrid, Microsoft

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## APPENDIX

### Supplemental Information Regarding Third-Party Contractors

In the course of complying with its obligations under the law and providing educational services to District residents, the Belfast School District has entered into agreements with certain third-party contractors. Pursuant to such agreements, thirdparty contractors may have access to "student data" and/or "teacher or principal data," as those terms are defined by law.

Each contract the District enters into with a third-party contractor where the thirdparty contractor receives student data or teacher or principal data will include the following information:

- 1) *The exclusive purposes for which the student data or teacher or principal data will be used;*
- 2) *How the third-party contractor will ensure that the subcontractors, persons or entities that the third-party contractor will share the student data or teacher or principal data with, if any, will abide by data protection and security requirements;*

- 3) *When the agreement expires and what happens to the student data or teacher or principal data upon expiration of the agreement;*
- 4) *If and how a parent, student, eligible student, teacher or principal may challenge the accuracy of the student data or teacher or principal data that is collected; and*
- 5) *Where the student data or teacher or principal data will be stored (described in such a manner as to protect data security), and the security protections taken to ensure such data will be protected, including whether such data will be encrypted.*