

Schedule 1 Supplemental Information

Supplemental Information for a third party contractor includes:

- **the exclusive purposes for which the Student Data or Teacher or Principal data will be used by the third-party contractor, as defined in the contract;**

Please see Product Privacy Policy listing the exclusive purposes for which the Student Data (and, to the extent that Contractor maintains any Teacher or Principal Data to the extent that Contractor maintains such data) will be used by Contractor).

- **how the third-party contractor will ensure that the subcontractors, or other authorized persons or entities to whom the third-party contractor will disclose the Student Data or Teacher or Principal Data, if any, will abide by all applicable data protection and security requirements, including but not limited to those outlined in applicable state and federal laws and regulations (e.g., FERPA; New York Education Law Section 2-d);**

Please see Contractor's Data Privacy and Security Plan, incorporated herein as Schedule 3, for a description of how Contractor will help ensure that the subcontractors, or other authorized persons or entities to which Contractor will disclose Student Data (and, to the extent that Contractor maintains any Teacher or Principal Data, any Teacher or Principal Data).

- **the duration of the contract, including the contract's expiration date and a description of what will happen to the Student Data or Teacher or Principal Data upon expiration of the contract or other written agreement (e.g., whether, when and in what format it will be returned to the educational agency, and/or whether, when and how the data will be destroyed);**

The duration of the contract between School and Contractor is found on the applicable Order Form between Contractor and School. Please see Product Privacy Policy for a description of what will happen to the Student Data (and, to the extent that GoGuardian or Edulastic maintains any Teacher or Principal Data, any Teacher or Principal Data), unless otherwise agreed to in writing between School and GoGuardian and Edulastic.

For Pear Deck specifically, upon written request by School, School may request Pear Deck to transfer and/or deidentify the School's Student Data (and, to the extent that Pear Deck maintains any Teacher or Principal Data, any Teacher or Principal Data), back to the School. Pear Deck will act upon a School's documented instruction to transfer and/or deidentify the School's Student Data (and any Teacher or Principal Data) to the School and take reasonable efforts to complete such requests in a commercially reasonable amount of time.

- **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;**

Please see Product Privacy Policy listing for how a student may challenge the accuracy of Student Data (and, to the extent that GoGuardian or Edulastic maintains any Teacher or Principal Data to the extent that GoGuardian or Edulastic maintains such data how a teacher or principal may challenge the accuracy of Teacher or Principal Data).

For Pear Deck specifically, a student may challenge the accuracy of Student Data (and, to the extent that Edulastic maintains any Teacher or Principal Data to the extent that Edulastic maintains such data how a teacher or principal may challenge the accuracy of Teacher or Principal Data) by contacting his/her teacher or school administrator, as applicable, at the School who may, in turn, determine how to proceed with the request and make any resulting changes within the Edulastic Services.

- **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 and data security and privacy risks mitigated; and**
 - Student Data (and, to the extent that Contractor maintains any Teacher or Principal Data, any Teacher or Principal Data) will be stored in industry-leading databases.
- **address how the data will be protected using Encryption while in motion and at rest.**
 - Student Data (and, to the extent that Contractor maintains any Teacher or Principal Data, any Teacher or Principal Data) will be protected using encryption in motion via SSL and at rest.

**Schedule 2
Bill of Rights**

[School to insert its Parent Bill of Rights]

EDUCATION LAW § 2-D BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY

Parents (includes legal guardians or persons in parental relationships) and Eligible Students (students 18 years and older) can expect the following:

- 1.** A student's personally identifiable information (PII) cannot be sold or released for any commercial purpose. PII, as defined by Education Law § 2-d and FERPA, includes direct identifiers such as a student's name or identification number, parent's name, or address; and indirect identifiers such as a student's date of birth, which when linked to or combined with other information can be used to distinguish or trace a student's identity. Please see FERPA's regulations at 34 CFR 99.3 for a more complete definition.
- 2.** The right to inspect and review the complete contents of the student's education record stored or maintained by an educational agency. This right may not apply to parents of an Eligible Student.
- 3.** State and federal laws such as Education Law § 2-d; the Commissioner of Education's Regulations at 8 NYCRR Part 121, the Family Educational Rights and Privacy Act ("FERPA") at 12 U.S.C. 1232g (34 CFR Part 99); Children's Online Privacy Protection Act ("COPPA") at 15 U.S.C. 6501-6502 (16 CFR Part 312); Protection of Pupil Rights Amendment ("PPRA") at 20 U.S.C. 1232h (34 CFR Part 98); the Individuals with Disabilities Education Act ("IDEA") at 20 U.S.C. 1400 et seq. (34 CFR Part 300); protect the confidentiality of a student's identifiable information.
- 4.** Safeguards associated with industry standards and best practices including but not limited to encryption, firewalls and password protection must be in place when student PII is stored or transferred.
- 5.** A complete list of all student data elements collected by NYSED is available at www.nysed.gov/data-privacy-security, and by writing to: Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, NY 12234.
- 6.** The right to have complaints about possible breaches and unauthorized disclosures of PII 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.
- 7.** To be notified in accordance with applicable laws and regulations if a breach or unauthorized release of PII occurs.
- 8.** Educational agency workers that handle PII will receive training on applicable state and federal laws, policies, and safeguards associated with industry standards and best practices that protect PII.
- 9.** Educational agency contracts with vendors that receive PII will address statutory and regulatory data privacy and security requirements.