

Parents' Bill of Rights

Pursuant to Education Law section 2-d(3)(a), (b) and Regulations of the Commissioner of Education part 121.3, the following Parents' Bill of Rights for data privacy and security shall apply to all contracts that BOCES/Big City SLSs enter into with Vendors where Vendors receive personally identifiable information:

1. A student's personally identifiable information cannot be sold or released for any marketing or 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.nysed.gov/student-data-privacy/student-data-inventory> or by writing to: New York State Education Department, Student Data Privacy Office, EB 152, 89 Washington Avenue, Albany, NY 12234; and
5. Parents have the right to have complaints about possible breaches of student data addressed. Complaints should be directed to Data Privacy Officer for the specific BOCES/Big City SLSs.

Supplemental Information

Pursuant to Education Law section 2-d(3)(c) and Regulations of the Commissioner of Education part 121.3, should BOCES/Big City SLSs enter into a contract pursuant to this RFQ with Vendors where Vendors receive personally identifiable information, the following supplemental information to the Parents' Bill of Rights applies, subject to alterations by individual BOCES/Big City SLSs:

1. The exclusive purpose for which the personally identifiable information shall be used is to enable BOCES/Big City SLSs to make use of the services provided by Vendor, or by any assignee of Vendor, and shall not be sold or used for any marketing or commercial purposes and Vendor shall not facilitate its use or disclosure by any other party for any marketing or commercial purpose or permit another party to do so;
2. Vendor shall ensure that, to the extent that it comes into possession of personally identifiable information, it will share said personally identifiable information with additional third parties only if those third parties are also contractually bound to adhere to the data protection and security requirements set forth in statute, regulations, or this RFQ;
3. Upon expiration of this agreement on June 30, 2021 with the BOCES/Big City SLS, Vendor shall assist the BOCES/Big City SLS in exporting all personally identifiable information pertaining to students, teachers, and principals previously received from the BOCES/Big City SLS, and Vendor,

at the request of the BOCES/Big City SLS, shall thereafter securely delete any copy of the data remaining in Vendor's possession or control. If data is to be maintained by Vendor for federal and/or state reporting, such data shall remain in an encrypted format and stored in a secure facility located within the United States of America;

4. In the event that a parent, student, or eligible student or teacher or principal wishes to challenge the accuracy of student or teacher or principal data concerning that student or eligible student or teacher or principal, that challenge shall be processed through the procedures provided by the BOCES/Big City SLS or by the student's district of enrollment under the Family Educational Rights and Privacy Act (FERPA);
5. Student or teacher or principal data transferred to Vendor by a BOCES/Big City SLS shall be stored in electronic format on systems maintained by third party contracts in a secure data center facility or in a data facility maintained by a board of cooperative education services in the United States of America; and
6. The measures that Vendor shall take to protect the privacy and security of student or teacher or principal data while it is stored in that manner must be associated with industry best practices including, but not necessarily limited to: disk encryption, file encryption, firewalls, and password protection.

Check this box if you agree to previous terms as stated; otherwise, enter additional comments/information in the box below.

Additional Terms attached.



School Library
Systems Association
of New York State

SLSA *Advocacy ~ Leadership*

I understand and agree to the terms and conditions of the SCORE RFQ as stated or modified by our added vendor comments or information.

Submitted by,

Abraham Kadar.

Signature

Dr. Abraham Kadar

Name

CEO and Founder

Title

BrainPOP LLC

Company

71 W 23rd St, 17th Fl, New York NY 10010, (212) 574-6000, info@brainpop.com

Address, Phone, Email address

10/03/19

Date

Please add a signed copy of this letter to the Documents Section of the SCORE quote.