

## EXHIBIT D

### DATA SHARING AND CONFIDENTIALITY AGREEMENT

INCLUDING  
PARENTS BILL OF RIGHTS FOR DATA SECURITY AND PRIVACY  
AND  
SUPPLEMENTAL INFORMATION ABOUT THE MLSA

#### 1. Purpose

- (a) This Exhibit supplements the Master License and Service Agreement ("MLSA") to which it is attached, to ensure that the MLSA conforms to the requirements of New York State Education Law Section 2-d and any implementing Regulations of the Commissioner of Education (collectively referred to as "Section 2-d"). This Exhibit consists of the terms of this Data Sharing and Confidentiality Agreement, a copy of Erie 1 BOCES' Parents Bill of Rights for Data Security and Privacy signed by the Vendor, and the Supplemental Information about the MLSA that is required to be posted on Erie 1 BOCES' website.
- (b) To the extent that any terms contained within the MLSA, or any terms contained within any other Exhibits attached to and made a part of the MLSA, conflict with the terms of this Exhibit, the terms of this Exhibit will apply and be given effect. In the event that Vendor has online or written Terms of Service ("TOS") that would otherwise be applicable to its customers or users of its Product that is the subject of the MLSA, to the extent that any term of the TOS conflicts with the terms of this Exhibit, the terms of this Exhibit will apply and be given effect.

#### 2. Definitions

Any capitalized term used within this Exhibit that is also found in the MLSA will have the same definition as contained within the MLSA.

In addition, as used in this Exhibit:

- (a) "Student Data" means personally identifiable information, as defined in Section 2-d, from student records that Vendor receives from a Participating Educational Agency pursuant to the MLSA.
- (b) "Teacher or Principal Data" means personally identifiable information relating to the annual professional performance reviews of classroom teachers or principals that is confidential and not subject to release under the provisions of New York Education Law Sections 3012-c or 3012-d, that Vendor receives from a Participating Educational Agency pursuant to the MLSA.
- (c) "Protected Data" means Student Data and/or Teacher or Principal Data to the extent applicable to Vendor's Product.

# RENAISSANCE®

## Technical Recommendations

A successful Renaissance software implementation requires compliance with the recommendations in this document.

### Supported Web Browsers

Windows – Internet Explorer 10.x–11.x<sup>1</sup>, Firefox - five most recent versions<sup>2</sup>, Chrome – five most recent versions<sup>3</sup>

Macintosh – Safari 7 and later, Firefox - five most recent versions<sup>2</sup>, Chrome – five most recent versions<sup>3</sup>

### Screen Resolution

1024 x 768 or higher

We recommend enabling "full screen" mode in the browser and setting the zoom to 100% when students take Star tests to help ensure no scrolling is needed. Note browsers with additional customizations (bookmark tabs, plugins) and lower screen resolutions result in a smaller available space, and may require students to scroll down to view the Next button.

### Internet Connection

Broadband Internet connection (DSL, satellite, or cable). Verify you have adequate bandwidth to support task usage estimates. See Knowledge Base article #3943285 <http://support.renaissance.com/techkb/techkb/3943285e.asp> for more information.

### Mobile Devices

- Tablets – Accelerated Math, Accelerated Math 2.0, Accelerated Math Instructional Practice, Accelerated Reader, MathFacts in a Flash, and Star student applications are supported using a web browser on tablets 7 inches or larger. Personnel users may use mobile devices for most tasks but we recommend using a computer to generate reports. Supported browsers on mobile devices include Internet Explorer 11, the five most recent versions of Firefox and Chrome, Safari 7 and later, and Silk on Kindle Fire HD. Note: Students should use Firefox when testing in Star Early Literacy on Android devices. First-generation iPads are not supported and devices running versions of Android older than 4.1 (pre-Jelly Bean) are not supported. Tablets with resolutions below 2,048 x 1,536 may require students to scroll to see the entire interface. Performance may be degraded on single-core processor devices.
- Chromebooks – Renaissance web-based products are compatible with Chromebooks and other Chrome OS devices, with the exception of the AccelScan Scanning Software.

<sup>1</sup> Internet Explorer 10.x and 11.x are supported when launched in Desktop mode on Windows 8.x and 10. Internet Explorer in the Windows 8.x UI and the Microsoft Edge browser on Windows 10 are not supported.

<sup>2</sup> As of May 20, 2019, the five most recent versions of Firefox are 62 – 66.

<sup>3</sup> As of May 20, 2019, the five most recent versions of Chrome are 70 - 74.

## Additional Client Requirements and Recommendations

- If using a firewall, proxy, and/or content filter, some changes may need to be made for Renaissance applications to function properly.
  - Allow access to Renaissance resources to be sure the software functions as designed. Add an exception within your firewall, proxy, or content filtering software to allow inbound and outbound HTTP and HTTPS communication with the \*.renlearn.com domain as well as access to and from \*.renlearnrp.com, \*.renaissance.com, and \*.renaissance-go.com.
  - Allow inbound and outbound HTTP and HTTPS communication access to ajax.googleapis.com (hosted by Google) and ajax.aspnetcdn.com (hosted by Microsoft). Certain Renaissance features access JavaScript libraries from these content delivery networks; you must allow access to the sites to be sure the software functions as designed.
  - Users may experience errors in the software if the proxy server caches Renaissance web pages. You may want to configure your network so that users bypass the proxy server entirely when accessing Renaissance.
  - Star Early Literacy and Star Math with Audio support require students to download MP3 from Renaissance. Star Early Literacy also accesses MP4 files. If you use content filtering be sure to allow this type of activity.
- Browser cookies must be enabled in order to log in to Renaissance as a student or personnel user. Refer to our Application and Hosting Privacy Policy at <http://doc.renlearn.com/KMNet/R50990.pdf> for complete details.
- ActiveX controls and plug-ins need to be enabled if using Internet Explorer on Microsoft Windows operating systems.
- Depending on which Renaissance applications/features will be used, there are a number of client applications/plugins that are required, including Adobe Reader and Adobe Flash Player. The AccelScan Scanning Software is required if scoring Accelerated Math or Accelerated Math 2.0 paper assignments using a scanner. All client applications/plugins should be installed as a local administrator to the workstation. Access <http://support.renaissance.com/techkb/techkb/11065865e.asp> to view a chart showing the client applications/plugins and where they are used in the software. Scanner warranty information can be viewed online in the AccelScan User's Guide, available at <http://doc.renlearn.com/KMNet/R003244104GF2920.pdf>.
- Microsoft Word 2007 or above is required to author content, including Accelerated Reader quizzes and articles and Star Custom assessment items. Note Microsoft Word Online is not compatible.
- Accelerated Reader Recorded Voice Quizzes, English in a Flash, Star Early Literacy, and Star Math with Audio support: Sound card and headphones or speakers.
- Accelerated Math or Accelerated Math 2.0 (paper assignments only): A 6ppm or higher laser printer is required. Paper assignments may be scored in a browser or with an AccelScan mark reader.

As technology advances it becomes necessary for software companies to drop support for older operating systems and browsers. Although Renaissance will not discontinue support for older products immediately, we will continue to evaluate system requirements and do our best to provide advance notice when it becomes necessary to raise our requirements. It is the responsibility of customers to keep their computers, networks, operating systems, and third-party software up-to-date and functional. We will do our best to support new technologies as they become available but cannot recommend them until they are properly vetted and proven compatible.

**If you have any technical questions about Renaissance, call: (800) 338-4204.**

# RENAISSANCE myON

## Recommended System Requirements for myON

### Recommended System Requirements

- Broadband / High Speed Internet connection, 25 mbps download speed or higher is recommended.
- On PC or Mac, a modern web browser with JavaScript enabled:
  - Chrome (Preferred. Current, or last two versions)
  - Safari (Current, or last two versions)
  - Firefox (Current, or last two versions)
  - Internet Explorer 11 (or higher)
- For iPads: the current iOS version, or last two versions.
- For Android Tablets: the current OS version, or last two versions.
- 1024 x 768 minimum resolution.
- For Chrome Books: Running the current Chrome OS, or last two versions and the current version of Chrome or the last two versions.

### Bandwidth Estimates

myON has 1000's of digital books from 2 pages to 100s of pages with recorded audio and layouts with graphics, illustrations, and photos exactly like the printed page. Some books are less than 10 MBs. Some books have more than 300 MBs of content. Book pages are downloaded as needed before a page is turned. Page contents are cached locally – subject to browser settings and School District IT policies.

### Firewall, Network Settings, and IP Addresses

These addresses must be allowed by your firewall for myON to work properly:

- [https://\\*.myon.com](https://*.myon.com) (The "\*" character denotes a wildcard.)
- Access to Port 443 must be allowed (for HTTPS access to myON).

Last Revised: March 1, 2018

- (d) "Participating Educational Agency" means a school district within New York State that purchases certain shared instructional technology services and software through a Cooperative Educational Services Agreement with a BOCES, and as a result is licensed to use Vendor's Product pursuant to the terms of the MLSA. For purposes of this Exhibit, the term also includes Erie 1 BOCES or another BOCES that is licensed to use Vendor's Product pursuant to the MLSA to support its own educational programs or operations.

**3. Confidentiality of Protected Data**

- (a) Vendor acknowledges that the Protected Data it receives pursuant to the MLSA may originate from several Participating Educational Agencies located across New York State, and that this Protected Data belongs to and is owned by the Participating Educational Agency from which it originates.
- (b) Vendor will maintain the confidentiality of the Protected Data it receives in accordance with federal and state law (including but not limited to Section 2-d) and Erie 1 BOCES's policy on data security and privacy. Vendor acknowledges that Erie 1 BOCES is obligated under Section 2-d to adopt a policy on data security and privacy, but that adoption may not occur until a date subsequent to the effective date of the MLSA. Erie 1 BOCES will provide Vendor with a copy of its policy as soon as practicable following adoption., and Vendor and Erie 1 BOCES agree to engage in good faith negotiations to modify this Data Sharing Agreement to the extent necessary to ensure Vendor's continued compliance with Section 2-d.

**4. Data Security and Privacy Plan**

Vendor agrees that it will protect the confidentiality, privacy and security of the Protected Data received from Participating Educational Agencies in accordance with Erie 1 BOCES' Parents Bill of Rights for Data Privacy and Security, a copy of which has been signed by the Vendor and is set forth below.

Additional elements of Vendor's Data Security and Privacy Plan are as follows:

- (a) In order to implement all state, federal, and local data security and privacy requirements, including those contained within this Data Sharing and Confidentiality Agreement, consistent with Erie 1 BOCES' data security and privacy policy, Vendor will: Review its data security and privacy policy and practices to ensure that they are in conformance with all applicable federal, state, and local laws and the terms of this Data Sharing and Confidentiality Agreement. In the event Vendor's policy and practices are not in conformance, the Vendor will implement commercially reasonable efforts to ensure such compliance.
- (b) In order to protect the security, confidentiality and integrity of the Protected Data that it receives under the MLSA, Vendor will have the following reasonable administrative, technical, operational and physical safeguards and practices in place throughout the term of the MLSA: Please refer to the following documents.

- (c) Vendor will comply with all obligations set forth in Erie 1 BOCES' "Supplemental Information about the MLSA" below.
- (d) For any of its officers or employees (or officers or employees of any of its subcontractors or assignees) who have access to Protected Data, Vendor has provided or will provide training on the federal and state laws governing confidentiality of such data prior to their receiving access, as follows: Annually, Vendor will require that all of its employees (or officers or employees of any of its subcontractors or assignees) undergo data security and privacy training to ensure that these individuals are aware of and familiar with all applicable data security and privacy laws.
- (e) Vendor X will \_\_\_\_\_ will not utilize sub-contractors for the purpose of fulfilling one or more of its obligations under the MLSA. In the event that Vendor engages any subcontractors, assignees, or other authorized agents to perform its obligations under the MLSA, it will require such subcontractors, assignees, or other authorized agents to execute written agreements as more fully described in Erie 1 BOCES' "Supplemental Information about the MLSA," below.
- (f) Vendor will manage data security and privacy incidents that implicate Protected Data, including identifying breaches and unauthorized disclosures, and Vendor will provide prompt notification of any breaches or unauthorized disclosures of Protected Data in accordance with Section 6 of this Data Sharing and Confidentiality Agreement.
- (g) Vendor will implement procedures for the return, transition, deletion and/or destruction of Protected Data at such time that the MLSA is terminated or expires, as more fully described in Erie 1 BOCES' "Supplemental Information about the MLSA," below.

5. **Additional Statutory and Regulatory Obligations**

Vendor acknowledges that it has the following additional obligations with respect to any Protected Data received from Participating Educational Agencies, and that any failure to fulfill one or more of these statutory or regulatory obligations shall be a breach of the MLSA and the terms of this Data Sharing and Confidentiality Agreement:

- (a) Limit internal access to education records to those individuals that are determined to have legitimate educational interests within the meaning of Section 2-d and the Family Educational Rights and Privacy Act (FERPA).
- (b) Limit internal access to Protected Data to only those employees or subcontractors that need access in order to assist Vendor in fulfilling one or more of its obligations under the MLSA.
- (c) Not use education records for any purposes other than those explicitly authorized in this Data Sharing and Confidentiality Agreement.
- (d) Not disclose any personally identifiable information to any other party, except for authorized representatives of Vendor using the information to carry out Vendor's obligations under the MLSA, unless:

- (i) the parent or eligible student has provided prior written consent; or
  - (ii) the disclosure is required by statute or court order and notice of the disclosure is provided to Participating Educational Agency no later than the time of disclosure, unless such notice is expressly prohibited by the statute or court order.
- (e) Maintain reasonable administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of personally identifiable student information in its custody;
- (f) Use encryption technology that complies with Section 2-d, as more fully set forth in Erie 1 BOCES' "Supplemental Information about the MLSA," below.
- (g) Provide notification to Erie 1 BOCES (and Participating Educational Agencies, to the extent required by, and in accordance with, Section 6 of this Data Sharing and Confidentiality Agreement) of any breach of security resulting in an unauthorized release of Protected Data by Vendor or its assignees or subcontractors in violation of state or federal law or other obligations relating to data privacy and security contained herein.
- (h) Promptly reimburse Erie 1 BOCES, another BOCES, or a Participating School District for the full cost of notification, in the event they are required under Section 2-d to notify affected parents, students, teachers or principals of a breach or unauthorized release of Protected Data attributed to Vendor or its subcontractors or assignees.

**6. Notification of Breach and Unauthorized Release**

- (a) Vendor shall promptly notify Erie 1 BOCES of any breach or unauthorized release of Protected Data in the most expedient way possible and without unreasonable delay, but no more than seven (7) calendar days after Vendor has discovered or been informed of the breach or unauthorized release.
- (b) Vendor will provide such notification to Erie 1 BOCES by contacting Michelle Okal-Frink directly by email at [mokal@e1b.org](mailto:mokal@e1b.org), or by calling (716) 821-7200 (office) or (716) 374-5460 (cell).
- (c) Vendor will cooperate with Erie 1 BOCES and provide as much information as possible directly to Michelle Okal-Frink or her designee about the incident, including but not limited to: a description of the incident, the date of the incident, the date Vendor discovered or was informed of the incident, a description of the types of personally identifiable information involved, an estimate of the number of records affected, the Participating Educational Agencies affected, what the Vendor has done or plans to do to investigate the incident, stop the breach and mitigate any further unauthorized access or release of Protected Data, and contact information for Vendor representatives who can assist affected individuals that may have additional questions.
- (d) Vendor acknowledges that upon initial notification from Vendor, Erie 1 BOCES, as the educational agency with which Vendor contracts, has an obligation under Section 2-d to in turn notify the Chief Privacy Officer in the New York State Education Department

("CPO"). Vendor shall not provide this notification to the CPO directly. In the event the CPO contacts Vendor directly or requests more information from Vendor regarding the incident after having been initially informed of the incident by Erie 1 BOCES, Vendor will promptly inform Michelle Okal-Frink or her designees.

- (e) Vendor will consult directly with Michelle Okal-Frink or her designees prior to providing any further notice of the incident (written or otherwise) directly to any other BOCES or Regional Information Center, or any affected Participating Educational Agency.



**EXHIBIT D (CONTINUED)**

**ERIE 1 BOCES**

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

Erie 1 BOCES is committed to protecting the privacy and security of personally identifiable information about students who attend Erie 1 BOCES instructional programs in accordance with applicable law, including New York State Education Law Section 2-d.

To further these goals, Erie 1 BOCES wished to inform parents 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/NYSEDstudentData.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 may be directed to the NYS Chief Privacy Officer by writing to the 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).

**BY THE VENDOR:**



Signature

Debra C. Schoenick

Printed Name

VP Proposal Solutions

Title

7/7/2020

Date