

Central Islip Union Free School District

Program Information and Data

Privacy



Third Party Agreement

To be completed **by the vendor** and submitted for all NEW and RENEWAL software/programs prior to purchase/implementation. Refusal of the vendor complete this agreement may serve as cause for the district to see similar services through another program and/or vendor. Failure to complete this form in its entirety will significantly delay any/all program purchases.

Software/Program Title:	Arriba, Avancemos, Into Reading, Go Math K-8, Read 180 and system 44
Publisher:	Houghton Mifflin Harcourt Publishing Company
Eastern Suffolk BOCES NYS Contract <input type="checkbox"/> N/A Google App/Extension	<input type="checkbox"/> BOCES Contract <input type="checkbox"/> BOCES CMR <input type="checkbox"/> BOCES Shared-Service <input type="checkbox"/> NYS Contract Pricing. Contract #: <input type="checkbox"/> Federal Contract Pricing. Contract # _____ <input checked="" type="checkbox"/> No BOCES/NYS/Federal Contract – Direct Bid/RFP with Vendor
Account Management SSO/LDAP/SIS <i>Check all that apply</i> <input type="checkbox"/> N/A Google App/Extension	<input checked="" type="checkbox"/> SSO through LDAP/AD/ADFS <input type="checkbox"/> NO LDAP/AD/ADFS Option <input type="checkbox"/> Non SSO Centrally Managed (all Users) <input type="checkbox"/> Teachers Centrally Managed and create classes students <input type="checkbox"/> SIS/PowerSchool SSO/Directory User management <input type="checkbox"/> Non-User Based Program/Not Applicable See below comments.
Platform <input type="checkbox"/> N/A Google App/Extension	<input type="checkbox"/> Local Install <input type="checkbox"/> Local Server/Network <input checked="" type="checkbox"/> 100% Web-based <input type="checkbox"/> Web-Based with Local application/plugin <input type="checkbox"/> Other/Explain: _____
Locations: <input type="checkbox"/> N/A Google App/Extension	<input type="checkbox"/> Elementary <input type="checkbox"/> Secondary <input type="checkbox"/> K-12 <input type="checkbox"/> Non-Educational Resource <input type="checkbox"/> Pilot in Specific Locations <input type="checkbox"/> Spanish Support/Spanish Language Offered Program Specific: Into Reading = K-6; GO Math! = K-8; R180U = 4-12; S44NG = 3-12
License Structure: <input type="checkbox"/> N/A Google App/Extension	<input checked="" type="checkbox"/> Per-User <input type="checkbox"/> Per-Student <input type="checkbox"/> Per-Classroom <input type="checkbox"/> Per-Teacher <input type="checkbox"/> Per-Building <input type="checkbox"/> Districtwide/Unlimited <input type="checkbox"/> Other/Explain: _____
License Renewal <input type="checkbox"/> N/A Google App/Extension	<input type="checkbox"/> Perpetual (no-renewal) <input type="checkbox"/> Annual <input checked="" type="checkbox"/> Other/Explain: Dependent on purchased subscription

Separate Hosting Fees: <input type="checkbox"/> N/A Google App/Extension	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES - Annually <input type="checkbox"/> Other/Explain: _____
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Adobe Flash <input type="checkbox"/> N/A Google App/Extension	<input checked="" type="checkbox"/> Program DOES NOT require Adobe Flash <input type="checkbox"/> Program REQUIRES Adobe Flash If Yes please include implementation plan and details company roadmap and guarantee that all Adobe Flash will be transitioned to HTML5 prior to December 2020. See below comments.
Configuration, Deployment, Initial RollOut Support <input type="checkbox"/> N/A Google App/Extension	<input type="checkbox"/> Full On-Site Support Included in the Proposal/Fee <input type="checkbox"/> Remote Support Only <input checked="" type="checkbox"/> Remote Support Included/On-Site for Additional Fees
Staff Training/Professional Development <input type="checkbox"/> N/A Google App/Extension	<input type="checkbox"/> Full On-Site Training/Development Included in the Proposal/Fee <input checked="" type="checkbox"/> Remote/WebEx Training/Development and Support Only <input type="checkbox"/> Combined On-Site/WebEx Training included in proposal
YouTube/Streaming Integration <input type="checkbox"/> N/A Google App/Extension	<input type="checkbox"/> Program requires full YouTube Access for linked Videos <input checked="" type="checkbox"/> All Program Videos/Media are native and NOT 3 rd Party <input type="checkbox"/> Program DOES NOT require YouTube or N/A <input type="checkbox"/> Program Requires OTHER Streaming Site Access
Mobile Native APP iOS/Android <input type="checkbox"/> N/A Google App/Extension	<input checked="" type="checkbox"/> Available in the Appstore and Included <input type="checkbox"/> Available in the Appstore Additional Fees/License Fees <input type="checkbox"/> Not Available and/or No Native App See below comments.
SIS-PowerSchool Integrations <input type="checkbox"/> N/A Google App/Extension	<input type="checkbox"/> Program DOES NOT sync to SIS (PowerSchool) <input type="checkbox"/> Program DOES sync to SIS (PowerSchool) <input type="checkbox"/> Not Applicable See below comments.
Eastern Suffolk BOCES PowerSchool Support <input type="checkbox"/> N/A Google App/Extension	<input type="checkbox"/> Eastern Suffolk BOCES DOES Support PowerSchool Sync/Script <input type="checkbox"/> Eastern Suffolk BOCES DOES NOT (or Currently Does Not) Support PowerSchool Sync/Script <input type="checkbox"/> Not Applicable District should check this.

Notes:

Since Adobe will discontinue support of Flash by the end of 2020, it is being discontinued in HMH products. We are working with major browser providers to ensure our programs continue to function during this period of transition. At this time, our web-based

platforms predominately use HTML5 to render content. Please note: *READ 180 Universal* and *System 44 Next Generation* have been converted to HTML5.

All programs applicable to this agreement are web-based and accessible on workstations/mobile devices via modern browsers. In addition, the following apps are available:

For *Into Reading*, the *HMH Go* app connects students and teachers to the *Ed: Your Friend in Learning* platform and its instructional content for online, offline, or on-the-go use. Please see

<https://customercare.hmhco.com/csrportalnew/pts/apps/details.html?app=322> for details.

For *GO Math!*, the *HMH Player* app connects students to their interactive lessons, adaptive assessments, and a variety of digital tools, including instructional videos and animations. Please see

<https://customercare.hmhco.com/csrportalnew/pts/apps/details.html?app=19> for details.

Apps for *READ 180 and System 44* are available to students with active logins. Teachers and students may access the student software on an iPad by downloading and configuring the apps. Please see <https://www.hmhco.com/products/read-180/pdfs/READ180-UniversaliPadaccess.pdf> and https://www.hmhco.com/productsupport/content/techsupport/system44ng/documentation/System_44_Mobile_Access.pdf or details.

For HMH Core programs: Via Self-Service OneRoster v1.1 API; please see <https://backtoschool.hmhco.com/roster/#title-roster-CORE-Platforms-ThinkCentral--Holt-McDougal-Online--Ed-Your-Friend-in-Learning>.

For HMH Intervention programs: Via ClassLink Roster Server Lite's API connection; please see <https://backtoschool.hmhco.com/roster/#title-roster-Intervention-Platforms-SAM--TEACHER-CENTRAL--SAMCENTRAL>

DATA PRIVACY AGREEMENT WITH THE CENTRAL ISLIP UNION FREE SCHOOL DISTRICT

Software Title:	Arriba, Avancemos, Into Reading, Go Math K-8, Read 180 and system 44
Publisher/Developer:	Houghton Mifflin Harcourt Publishing Company
Developer/Vendor Name	Houghton Mifflin Harcourt Publishing Company
Developer/Vendor Mailing Address	125 High Street Boston, MA 02110
Developer/Vendor Privacy Policy Link:	https://www.hmhco.com/prek-12-products-privacy-policy
Developer/Vendor Parent Bill of Rights Link	We do not have our own Parent Bill of Rights.

This Data Privacy Agreement ("DPA") is by and between the Central Islip Union Free School District (herein known as "EA"), an Educational Agency, and the above listed software, app or extension developer (herein known as "Contractor"), collectively, the "Parties".

ARTICLE I: DEFINITIONS

As used in this DPA, the following terms shall have the following meanings:

- 1. Breach:** The unauthorized acquisition, access, use, or disclosure of Personally Identifiable Information in a manner not permitted by State and federal laws, rules and regulations or by or to a person not authorized to acquire, access, use, or receive it, or a Breach of Contractor's security that leads to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personally Identifiable Information.
- 2. Commercial or Marketing Purpose:** means the sale, use or disclosure of Personally Identifiable Information for purposes of receiving remuneration, whether directly or indirectly; the sale, use or disclosure of Personally Identifiable Information for advertising purposes; or the sale, use or

disclosure of Personally Identifiable Information to develop, improve or market products or services to students.

- 3. Disclose:** To permit access to, or the release, transfer, or other communication of personally identifiable information by any means, including oral, written or electronic, whether intended or unintended.
- 4. Education Record:** An education record as defined in the Family Educational Rights and Privacy Act and its implementing regulations, 20 U.S.C. 1232g and 34 C.F.R. Part 99, respectively.
- 5. Educational Agency:** As defined in Education Law 2-d, a school district, board of cooperative educational services, school, charter school, or the New York State Education Department.

- 6. Eligible Student:** A student who is eighteen years of age or older.

- 7. Encrypt or Encryption** the use of an algorithmic process to transform Personally Identifiable Information into an unusable, unreadable, or indecipherable form in which there is a low probability of assigning meaning without use of a confidential process or key.
- 8. NIST Cybersecurity Framework:** The U.S. Department of Commerce National Institute for Standards and Technology Framework for Improving Critical Infrastructure Cybersecurity Version 1.1.
- 9. Parent:** A parent, legal guardian or person in parental relation to the Student.
- 10. Personally Identifiable Information (PII):** Means personally identifiable information as defined in section 99.3 of Title 34 of the Code of Federal Regulations implementing the Family Educational Rights and Privacy Act, 20 U.S.C 1232g , and Teacher or Principal APPR Data, as defined below.
- 11. Release:** Shall have the same meaning as Disclose.
- 12. School:** Any public elementary or secondary school including a charter school, universal prekindergarten program authorized pursuant to Education Law § 3602-e, an approved provider of preschool special education, any other publicly funded pre-kindergarten program, a school serving children in a special act school district as defined in Education Law § 4001, an approved private school for the education of students with disabilities, a State-supported school subject to the provisions of Article 85 of the Education Law, or a State-operated school subject to the provisions of Articles 87 or 88 of the Education Law.
- 13. Student:** Any person attending or seeking to enroll in an Educational Agency.
- 14. Student Data:** Personally identifiable information as defined in section 99.3 of Title 34 of the Code of Federal Regulations implementing the Family Educational Rights and Privacy Act, 20 U.S.C 1232g.
- 15. Subcontractor:** Contractor's non-employee agents, consultants and/or subcontractors engaged in the provision of services pursuant to the Service Agreement.
- 16. Teacher or Principal APPR Data:** Personally Identifiable Information from the records of an Educational Agency 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 and 3012-d.

ARTICLE II: PRIVACY AND SECURITY OF PII

1. **Compliance with Law.**

In order for Contractor to provide certain services ("Services") to the EA pursuant to a contract dated below ("Service Agreement"); Contractor may receive PII regulated by several New York and federal laws and regulations, among them, 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. 65016502 (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); New York Education Law Section 2-d; and the Commissioner of Education's Regulations at 8 NYCRR Part 121. The Parties enter this DPA to address the requirements of New York law. Contractor agrees to maintain the confidentiality and security of PII in accordance with applicable New York, federal and local laws, rules and regulations.

2. **Authorized Use.**

Contractor has no property or licensing rights or claims of ownership to PII, and Contractor must not use PII for any purpose other than to provide the Services set forth in the Service Agreement. Neither the Services provided nor the manner in which such Services are provided shall violate New York law. The Contractor may use de-identified information (which refers to PII that has been removed or obscured from student records in a way that minimizes the risk of disclosure of the identity of the individual and information about them) for evaluation, research and development of educational products and services.

3. **Data Security and Privacy Plan.**

Contractor shall adopt and maintain administrative, technical and physical safeguards, measures and controls to manage privacy and security risks and protect PII in a manner that complies with New York State, federal and local laws and regulations and the EA's policies, which are attached to this DPA. Education Law Section 2-d requires that Contractor provide the EA with a Data Privacy and

Security Plan that outlines such safeguards, measures and controls including how the Contractor will implement all applicable state, federal and local data security and privacy requirements. Contractor's Data Security and Privacy Plan is attached to this DPA as Exhibit C.

4. **EA's Data Security and Privacy Policy**

State law and regulation requires the EA to adopt a data security and privacy policy that complies with Part 121 of the Regulations of the Commissioner of Education and aligns with the NIST Cyber Security Framework. Contractor shall comply with the EA's data security and privacy policy, which is attached to this DPA.

5. **Right of Review and Audit.**

Upon written request by the EA, Contractor shall provide the EA with copies of its policies and related procedures that pertain to the protection of PII. It may be made available in a form that does not violate Contractor's own information security policies, confidentiality obligations, and applicable laws. In addition, Contractor may be required to undergo an audit of its privacy and security safeguards, measures and controls as it pertains to alignment with the requirements of New York State laws and regulations, the EA's policies applicable to Contractor attached to this DPA, and alignment with industry standards. Such audits shall be made no more than once per year, during normal business hours, and not take longer than one (1) business day. Such audits shall be subject to scheduling according to the mutual convenience of the parties. **Contractor's Employees and Subcontractors.**

- (a) Contractor shall only disclose PII to Contractor's employees and subcontractors who need to know the PII in order to provide the Services and the disclosure of PII shall be limited to the extent necessary to provide such Services. Contractor shall require that all such employees and subcontractors comply with the terms of this DPA.
- (b) Contractor must ensure that each subcontractor performing functions pursuant to the Service Agreement where the subcontractor will receive or have access to PII is contractually bound by a written agreement that includes confidentiality and data security obligations equivalent to, consistent with, and no less protective than, those found in this DPA.
- (c) Contractor shall examine the data security and privacy measures of its subcontractors prior to utilizing the subcontractor. If at any point a subcontractor fails to materially comply with the requirements of this DPA or equally restrictive data security obligations, Contractor shall: remove such subcontractor's access to PII; and, as applicable, retrieve all PII received or stored by such subcontractor and/or ensure that PII has been securely deleted and destroyed in accordance with this DPA. In the event there is a Data Breach in which the subcontractor compromises PII, Contractor shall follow the Data Breach reporting requirements set forth herein.
- (d) Contractor shall take full responsibility for the acts and omissions of its employees and subcontractors.
- (e) Contractor must not disclose PII to any other party except to third party service providers and subcontractors necessary to provide the services, and unless such disclosure is required by statute, court order or subpoena, and the Contractor makes a reasonable effort to notify the EA of the court order or subpoena in advance of compliance but in any case, provides notice to the EA no later than the time the PII is disclosed, unless such disclosure to the EA is expressly prohibited by the statute, court order or subpoena.

6. Training.

Contractor shall ensure that all its employees and Subcontractors who have access to PII have received or will receive training on the federal and state laws governing confidentiality of such data prior to receiving access.

7. Termination

The obligations of this DPA shall continue and shall not terminate for as long as the Contractor or its sub-contractors retain PII or retain access to PII.

8. Data Return and Destruction of Data.

- (a) Protecting PII from unauthorized access and disclosure is of the utmost importance to the EA, and Contractor agrees that it is prohibited from retaining PII or continued access to PII on any storage medium (including, without limitation, in secure data centers and/or cloud-based facilities) whatsoever beyond the period of providing Services to the EA, unless such retention is either expressly authorized for a prescribed period by the Service Agreement or other written agreement between the Parties or expressly required by law. As applicable, upon thirty (30) day written notice and expiration or termination of the Service Agreement, Contractor shall transfer PII, in a industry standard format agreed to by the Parties to the EA.
- (b) If applicable, once the transfer of PII has been accomplished in accordance with the EA's thirty (30) day written election to do so, Contractor agrees to return or destroy all PII when the purpose that necessitated its receipt by Contractor has been completed. Thereafter, with regard to all PII (including without limitation, all hard copies, archived copies, electronic versions, electronic imaging of hard copies) as well as any and all PII maintained on behalf of Contractor in a secure data center and/or cloudbased facilities that remain in the possession of Contractor or its Subcontractors, Contractor shall ensure that PII is securely deleted and/or destroyed in a manner that does not allow it to be retrieved or retrievable, read or reconstructed. Hard copy media must be shredded or destroyed such that PII cannot be read or otherwise reconstructed, and electronic media must be cleared, purged, or destroyed such that the PII cannot be retrieved. Only the destruction of paper PII, and not redaction, will satisfy the requirements for data destruction. Redaction is specifically excluded as a means of data destruction.
- (c) Contractor shall provide the EA with a written certification of the secure deletion and/or destruction of PII held by the Contractor or Subcontractors.
- (d) To the extent that Contractor and/or its subcontractors continue to be in possession of any de-identified data (i.e., data that has had all direct and indirect identifiers removed), they agree not to attempt to re-identify de-identified data and not to transfer de-identified data to any party without also requiring the third-party not to re-identify.

9. Commercial or Marketing Use Prohibition.

Contractor agrees that it will not sell PII or use or disclose PII for a Commercial or Marketing Purpose.

10. Encryption.

Contractor shall use industry standard security measures including encryption protocols that comply with New York law and regulations to preserve and protect PII. Contractor must encrypt PII at rest and in transit in accordance with applicable New York laws and regulations.

11. Breach.

- (a) Contractor shall promptly notify the EA of any actual Breach of PII without unreasonable delay no later than seven (7) business days after confirmation of the Breach.

Notifications required pursuant to this section must be in writing, given by personal delivery, e-mail transmission (if contact information is provided for the specific mode of delivery), or by registered or certified, and must to the extent available, include a description of the Breach which includes the date of the incident and the date of discovery; the types of PII affected and the number of records affected; a description of Contractor's investigation; and the contact information for representatives who can assist the EA. Notifications required by this section must be sent to the EA's District Superintendent or other head administrator with a copy to the Data Protection Office. Violations of the requirement to notify the EA may be subject to a civil penalty pursuant to Education Law Section 2-d. The Breach of certain PII protected by Education Law Section 2-d may subject the Contractor to additional penalties.

- (b) Notifications required under this paragraph must be provided to the EA at the following address:

Philip K. Voigt
Director of Instructional Technology
50 Wheeler Rd
Central Islip, NY 11722 Pvoigt@centralislip.k12.ny.us

12. Cooperation with Investigations.

Contractor agrees that it will reasonably cooperate with the EA and law enforcement, where necessary, in any investigations into a Breach. Any costs incidental to the required cooperation or participation of the Contractor or its' Authorized Users, as related to such investigations, will be the sole responsibility of the Contractor if such Breach is solely attributable to Contractor or its Subcontractors's negligence or omission.

13. Notification to Individuals.

Where a Breach of PII occurs that is solely attributable to Contractor's negligence or omission, Contractor shall pay for or promptly reimburse the EA for the full cost of the EA's notification to Parents, Eligible Students, teachers, and/or principals, in accordance with Education Law Section 2-d and 8 NYCRR Part 121.

14. Termination.

The confidentiality and data security obligations of the Contractor under this DPA shall survive any termination of this DPA but shall terminate upon Contractor's certifying that it has destroyed all PII.

ARTICLE III: PARENT AND ELIGIBLE STUDENT PROVISIONS

1. Parent and Eligible Student Access.

Education Law Section 2-d and FERPA provide Parents and Eligible Students the right to inspect and review their child's or the Eligible Student's Student Data stored or maintained by the EA. To the extent Student Data is held by Contractor pursuant to the Service Agreement, EA shall make such review by a Parent or Eligible Student, and facilitate corrections, as necessary. If a Parent or Eligible Student contacts Contractor directly to review any of the Student Data held by Contractor pursuant to the Service Agreement, Contractor shall promptly notify the EA and refer the Parent or Eligible Student to the EA.

2. Bill of Rights for Data Privacy and Security.

As required by Education Law Section 2-d, the Parents Bill of Rights for Data Privacy and Security and the supplemental information for the Service Agreement are included as Exhibit A and Exhibit B, respectively, and incorporated into this DPA. Contractor shall complete and sign Exhibit B and append it to this DPA. Pursuant to Education Law Section 2-d, the EA is required to post the completed Exhibit B on its website.

ARTICLE IV: MISCELLANEOUS

1. Priority of Agreements and Precedence.

In the event of a conflict between and among the terms and conditions of this DPA, including all Exhibits attached hereto and incorporated herein and the Service Agreement, the terms and conditions of this DPA shall govern and prevail, shall survive the termination of the Service Agreement in the manner set forth herein, and shall supersede all prior communications, representations, or agreements, oral or written, by the Parties relating thereto.

2. Execution.

This DPA may be executed in one or more counterparts, all of which shall be considered one and the same document, as if all parties had executed a single original document, and may be executed utilizing an electronic signature and/ or electronic transmittal, and each signature thereto shall be and constitute an original signature, as if all parties had executed a single original document.

EXHIBIT A - Education Law §2-d Bill of Rights for Data Privacy and Security

Parents (including 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 or Marketing purpose. PII, as defined by Education Law § 2-d and the Family Educational Rights and Privacy Act ("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, FERPA at 12 U.S.C. 1232g (34 CFR Part 99); Children's Online Privacy Protection Act ("COPPA") at 15 U.S.C. 65016502 (16 CFR Part 312); Protection of Pupil Rights Amendment ("PPRA") at 20 U.S.C. 1232h (34 CFR Part 98); and 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/dataprivacysecurity/student-data-inventory 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. (i) Complaints should be submitted to the EA's Director of Technology at pvoigt@centralislip.k12.ny.us (ii) Complaints may also be submitted to the NYS Education Department at www.nysed.gov/data-privacysecurity/reportimproper-disclosure, 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.** 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.
- 8.** Educational agency contracts with vendors that receive PII will address statutory and regulatory data privacy and security requirements.

EXHIBIT

B

Pursuant to Education Law § 2-d and Section 121.3 of the Commissioner’s Regulations, the Educational Agency (EA) is required to post information to its website about its contracts with third-party contractors that will receive Personally Identifiable Information (PII).

Description of the purpose(s) for which Contractor will receive/access PII	Description: HMH will use data only in connection to District’s use of Arriba, Avancemos, Into Reading, Go Math K-8, Read 180 and System 44 <input type="checkbox"/> NO PII OR DATA IS COLLECTED OR VIEWABLE THROUGH THIS PROGRAM/APP
Type of PII that Contractor will receive/access	Check all that apply: X Student PII <input type="checkbox"/> APPR Data
Contract Term	Each Contract is valid through the software renewal period or 3 school years in the case of “Free” programs, apps, extensions and pilots.
Data Transition and Secure Destruction	Upon thirty (30) day written notice and expiration or termination of the Contract, Contractor shall: X Securely transfer data to EA, or a successor contractor at the EA’s option and written discretion, in a format agreed to by the parties. <input type="checkbox"/> X Securely delete and destroy data.
Challenges to Data Accuracy	Parents, teachers or principals who seek to challenge the accuracy of PII will do so by contacting the EA. If a correction to data is deemed necessary, the EA will make the correction.
Encryption	<input checked="" type="checkbox"/> X Data will be encrypted while in motion and at rest.

As the duly authorized officer of the “contractor” as listed above I attest to all of the above submitted information to be true and accept any liability and/or responsibility for any data breaches or intrusions associated with this program, applications, software or browser extension.

Lisa A. Jacobson

 Signature of Vendor Official Representative
 Lisa Jacobson, Sr Director, Bids and Contracts

November 16, 2020

 Date

Signature of Notary Public

Notary Official Stamp or Seal with Date

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