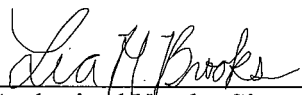


## PARENTS' BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY

Olean City Schools is committed to protecting the privacy and security of student data and teacher and principal data. In accordance with New York Education Law Section 2-d and its implementing regulations, Olean City Schools informs 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 New York State is available for public review at the following website <http://www.nysed.gov/data-privacy-security/student-data-inventory> or by writing to the Office of Information and Reporting Services, New York State Education Department, Room 865 EBA, 89 Washington Avenue, Albany, New York 12234.
5. Parents have the right to submit complaints about possible breaches of student data addressed. Complaints should be directed in writing to Olean City Schools Data Privacy Officer, 410 West Sullivan Street, Olean, New York 14760 or by using the form available at the following website: <https://www.oleanschools.org/Page/8316> Complaints may also be directed in writing to Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, New York 12234 or by using the form available at the following website: <http://www.nysed.gov/data-privacy-security/report-improper-disclosure>

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first written above.

  
\_\_\_\_\_  
Authorized Vendor Signature

09/16/2020

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Olean City Schools Signature

\_\_\_\_\_  
Date

## VENDOR INFORMATION REGARDING DATA PRIVACY AND SECURITY

Vendor: Zearn, Inc.

Product: Zearn School Accounts & On-Demand PD

Collects: ☒ Student Data      ☒ Teacher or Principal Data      ☐ Does not collect either

Educational agencies including Olean City School District are required to *post information about third-party contracts on the agency's website* with the Parents Bill of Rights. To that end, please complete the table below with information relevant to NYS Education Law 2-d and Part 121.3 of the Commissioner's Regulations. Note that this applies to all software applications and to mobile applications ("apps").

### Part 1: Exclusive Purposes for Data Use

The exclusive purposes for which the student data (or teacher or principal data) ("protected data") will be used by the third-party contractor: Protected data will be used only as necessary for third-party contractor to perform the services set forth in the Contract.

### Part 2: Subcontractor Oversight Details – Select the appropriate option below.

☐ This contract has no subcontractors.  
☒ This contract has subcontractors. As such, the third-party contractor will take the following steps to ensure that any subcontractors, third-party service providers, assignees, or other agents who see, or receive, this protected data are contractually required to obey the applicable data protection and security requirements that the third-party contractor is required to obey under state and federal law: Third-party contractor will ensure that third-party service providers with whom third-party contractor shares protected data abide by all applicable data protection and security requirements by entering into written agreements whereby such parties will perform their obligations in a manner consistent with the data protection and security requirements outlined therein.

### Part 3: Contract Lifecycle Practices

The contract expires on June 30, 2021      unless renewed or automatically extended  
 for a term pursuant to the agreement. When the contract expires, protected data will be deleted by the contractor, via shredding or an approved method of confidential destruction including verified erasure of magnetic media using approved methods of electronic file destruction, returning of data, mass deletion, and upon request within 15 days of expiration or termination of the contract, may be exported for use by Olean City Schools before deletion. In addition, all protected data will be securely destroyed within 30 days of expiration or termination of the contract.

### Part 4: Student Educational Records / Improper Disclosure

A. For information on FERPA (Family Educational Rights and Privacy Act), which is the federal law that protects the privacy of student education records, visit the U.S. Department of Education FERPA website.  
 B. A complaint or report of improper disclosure may be completed by submitting the Improper Disclosure Report form.

### Part 5: Security Practices

A. Protected data provided to the contractor will be stored: (include *where* and *how*) Protected data will be stored in a secure data center in the United States using monitoring of the access doors, fire and security monitoring, system health and intrusion monitoring, data backups and retentions.  
 B. The security protections taken to ensure data will be protected that align with the NIST Cybersecurity Framework and industry best practices include: Third-party contractor will maintain reasonable security standards appropriate to the type of data collected, which will include multiple safeguards to help protect against loss, misuse or alteration of information including encryption of data while in motion and at rest, use of two-factor authentication to access the system, regular software security updates and industry best practices for network and physical security.

### Part 6: Encryption Practices

☒ By checking this box, contractor certifies that data encryption is applied in accordance with NYS Education Law Section 2-d 5(f)(5).