

Addendum B

PARENTS' BILL OF RIGHTS – SUPPLEMENTAL INFORMATION ADDENDUM

1. As used in this Addendum B, the following terms will have the following meanings:
 - a. “Student” shall have the meaning defined in Subsection 1(f) of Section 2-d.
 - b. “Eligible Student” shall have the meaning defined in Subsection 1(g) of Section 2-d.
 - c. “Personally Identifiable Information” as applied to Student Data shall have the meaning defined in Subsection 1(d) of Section 2-d.
 - d. “Student Data” means Personally Identifiable Information from student records that Vendor receives from Hannibal Central School District (HCSD).

Other capitalized terms used in this Addendum B will have the applicable meaning set forth elsewhere in this Agreement or in Section 2-d.

2. Vendor agrees that the confidentiality of Student Data shall be maintained in accordance with state and federal laws that protect the confidentiality of Student Data.
3. Vendor agrees that any of its officers or employees, and any officers or employees of any assignee of Vendor, who have access to Student Data will be provided training on the federal and state law governing confidentiality of such Student Data prior to receiving access to that data.
4. The exclusive purpose for which Vendor is being provided access to Student Data is to permit Vendor to provide Services as set forth in the Agreement. Student Data received by Vendor, or by any assignee of Vendor or third party contracting with Vendor, shall not be sold or used for marketing purposes.
5. If Vendor comes into possession of Student Data, Vendor will only share such Student Data with additional third parties if those third parties are contractually bound to adhere to data protection and security requirements, including but not limited to those outlined in applicable state and federal laws and regulations (e.g., Family Educational Rights and Privacy Act (“FERPA”); Education Law §2-d; 8 NYCRR Part 121).
6. Upon expiration or termination of this Agreement, Vendor shall retain the Student Data for a reasonable period of time so that the Student Data is available for access by the HCSD, subject to the other terms of this Addendum B, and shall thereafter use commercially reasonable efforts to securely destroy any copy of the Student Data remaining in Vendor’s possession.

7. If a parent, Student, or Eligible Student wishes to challenge the accuracy of any “education record”, as that term is defined in the FERPA, by following the School District’s procedure for requesting the amendment of education records under the FERPA. Teachers and principals may be able to challenge the accuracy of APPR data stored by HCSD in Contractor’s product and/or service by following the appeal procedure in the School District’s APPR Plan. Unless otherwise required above or by other applicable law, challenges to the accuracy of the Confidential Data shall not be permitted.

8. Student Data transferred to Vendor by HCSD will be stored in electronic memory (on servers or other computers) operated and maintained by or on behalf of Vendor in the United States. The measures that Vendor will take to protect the privacy and security of Student Data while it is stored in that manner include, but are not necessarily limited to: encryption to the extent required by Section 2-d; restricted physical access to the servers/computers; software-based solutions intended to prohibit unauthorized entry such as regularly updated virus scans, firewalls, and use of passwords; and administrative controls such as selective user access rights. The measures that Vendor takes to protect Confidential Data will align with the NIST Cybersecurity Framework.

9. The Contractor will apply encryption to the Confidential Data while in motion and at rest at least to the extent required by Education Law Section 2-d and other applicable law.