

(n) ensure that any subcontractor that performs Contractor's obligations pursuant to the Agreement is legally bound by legally compliant data protection obligations imposed on the Contractor by law, the Agreement and this Agreement.

**Monroe #1 BOCES Parents' Bill of Rights for Data Privacy and Security**

(<https://www.monroe.edu/domain/1478>)

The Monroe #1 BOCES seeks to use current technology, including electronic storage, retrieval, and analysis of information about students' education experience in the BOCES, to enhance the opportunities for learning and to increase the efficiency of our operations.

The Monroe #1 BOCES seeks to ensure that parents have information about how the BOCES stores, retrieves, and uses information about students, and to meet all legal requirements for maintaining the privacy and security of protected student data and protected principal and teacher data, including Section 2-d of the New York State Education Law.

To further these goals, the BOCES has posted this Parents' Bill of Rights for Data Privacy and Security.

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. The procedures for exercising this right can be found in Student Records Policy 6320. (<https://www.monroe.edu/6320>)
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 at <http://www.p12.nysed.gov/irs/sirs/documentation/NYSEDstudentData.xlsx> and a copy may be obtained 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 should be directed in writing, to:

Chief Privacy Officer  
New York State Education Department  
Room 863 EBA  
89 Washington Avenue  
Albany, New York 12234.

or

Monroe One Data Protection Officer  
William Gregory  
Monroe #1 BOCES  
41 O'Connor Road  
Fairport, NY 14450

**Supplemental Information About Agreement Between RSchoolToday and BOCES**

(a) The exclusive purposes for which the personally identifiable information provided by BOCES or a Participating School District will be used by Vendor is to provide RSchoolToday's web and application-based sports management, facilities and other services to BOCES and/or participating school districts.

(b) modular web-based information management suite developed by RSchoolToday to BOCES or other Participating School District pursuant to a BOCES Purchase Order.

(c) Personally identifiable information received by Vendor, or by any assignee of Vendor, from BOCES or from a Participating School District shall not be sold or used for marketing purposes.

(d) Personally identifiable information received by Vendor, or by any assignee of Vendor shall not be shared with a sub-contractor except pursuant to a written contract that binds such a party to at least the same data protection and security requirements imposed on Vendor under this Agreement, as well as all applicable state and federal laws and regulations.

(e) The effective date of this Agreement shall be immediately and the Agreement shall remain in effect until June 30, 2023, unless sooner by either party for any reason upon thirty (30) days' notice.

(f) Upon expiration or termination of the Agreement without a successor or renewal agreement in place, and upon request from BOCES or a Participating School District, Vendor shall transfer all educational agency data to the educational agency in a format agreed upon by the parties. Vendor shall thereafter securely delete all educational agency data remaining in the possession of Vendor or its assignees or subcontractors (including all hard copies, archived copies, electronic versions or electronic imaging of hard copies) as well as any and all educational agency data maintained on behalf of Vendor in secure data center facilities, other than any data that Vendor is required to maintain pursuant to law, regulation or audit requirements. Vendor shall ensure that no copy, summary or extract of the educational agency data or any related work papers are retained on any storage medium whatsoever by Vendor, its subcontractors or assignees, or the secure data center facilities unless Vendor is required to keep such data for legal, regulator, or audit purposes, in which case the data will be retained in compliance with the terms of this Agreement. To the extent that Vendor and/or its subcontractors or assignees may continue to be in possession of any de-identified data (data that has had all direct and indirect identifiers permanently removed with no possibility of reidentification), they each agree not to attempt to re-identify de-identified data and not to transfer de-identified data to any party. Upon request, Vendor and/or its subcontractors or assignees will provide a certification to the BOCES or Participating School District from an appropriate officer that the requirements of this paragraph have been satisfied in full.

(g) State and federal laws require educational agencies to establish processes for a parent or eligible student to challenge the accuracy of their student data. Third party contractors must cooperate with educational agencies in complying with the law. If a parent or eligible student submits a challenge to the accuracy of student data to the student's district of enrollment and the challenge is upheld, Vendor will cooperate with the educational agency to amend such data.

(h) Vendor shall store and maintain PII in electronic format on systems maintained by Vendor in a secure data center facility in the United States in accordance with its Privacy Policy, NIST Cybersecurity Framework, Version 1.1, and the BOCES data security and privacy policy, Education Law Section 2-d, Part 121 of the Regulations of the Commissioner of Education, and the Monroe #1 BOCES Parents' Bill of Rights for Data Privacy and Security, set forth above. Encryption technology will be utilized while data is in motion and at rest, as detailed above.

## Amendment to rSchoolToday Agreement

**AMENDMENT ONE TO RSCHOOLTODAY AGREEMENT**, made this 30 day of May, 2023 to the May 2021 Agreement (“Agreement”) by between the Monroe 1 Board of Cooperative Educational Services (hereinafter referred to as “BOCES”) and rSchoolToday (hereinafter “Vendor”);

**WHEREAS**, the parties entered into an Agreement in May 2021 establishing the rights and responsibilities of BOCES and Vendor for services to be provided by Vendor to BOCES and Participating School Districts; and

**WHEREAS**, the parties desire that the Agreement be modified to extend the term; and

**NOW, THEREFORE**, based upon the mutual covenants and understandings between the parties, it is understood and agreed:

**FIRST: EFFECT OF THE AMENDMENT**

All the terms and provisions set forth at length in the May 2021 rSchoolToday Agreement shall continue in full force and effect, except as expressly modified herein.

**SECOND: EXTENSION OF THE AGREEMENT**

Paragraph 2 of the May 2021 Agreement, entitled “Terms and Termination”, is amended to provide as follows: “This Agreement shall begin on May 6, 2021 and terminate at June 30, 2026; however, either of the parties may terminate this Agreement at any time and for any reason upon thirty (30) days’ prior written notice to the other party. Participating school districts may elect to opt in or out of utilizing RSchoolToday’s services at any time during the term of this Agreement.”

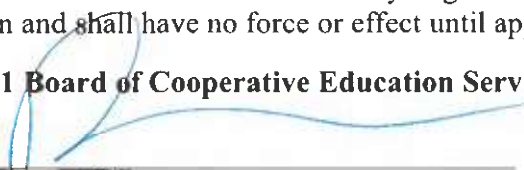
**THIRD:** Section (e) of the Supplemental Information section of Appendix “A” is amended to provide as follows: “The effective date of this Agreement shall be immediately and the Agreement shall remain in effect until June 30, 2026, unless sooner by either party for any reason upon thirty (30) days’ notice.”

New Section (i) is also added to the Supplemental Information section of Appendix “A” to provide as follows: “(h) A copy of Vendor’s Data Privacy and Security Plan is attached hereto as **Attachment 1** and is incorporated herein by reference as if fully set forth herein.”

**FOURTH: BOARD APPROVAL**

This Amendment to the rSchoolToday Agreement is subject to approval by the BOCES Board of Education and shall have no force or effect until approved by the Board.

**Monroe 1 Board of Cooperative Education Services**

By:   
Daniel T. White, Superintendent of Schools

Date:   
6/13/23