

**BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY -**

**SUPPLEMENTAL INFORMATION FOR CONTRACTS THAT UTILIZE PERSONALLY IDENTIFIABLE INFORMATION**

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).

<b>Name of Contractor</b>	Savvas Learning Company LLC
<b>PII Declaration</b>	<p><b>Does your organization/software collect student personally identifiable information (PII) or staff PII?</b></p> <p>Examples of student PII:</p> <ul style="list-style-type: none"> <li>a. The student's name;</li> <li>b. The name of the student's parent or other family members;</li> <li>c. The address of the student or student's family;</li> <li>d. A personal identifier, such as the student's social security number, student number, or biometric record;</li> <li>e. Other indirect identifiers, such as the student's date of birth, place of birth, and Mother's Maiden Name;</li> </ul> <p>Examples of staff APPR PII:</p> <ul style="list-style-type: none"> <li>a. Teacher ID</li> <li>b. Name</li> <li>c. Birthdate</li> <li>d. Gender</li> <li>e. Race</li> <li>f. Salary</li> </ul> <p><input type="checkbox"/> IF YOUR ORGANIZATION/SOFTWARE DOES NOT COLLECT PII, CHECK THIS BOX AND SKIP TO THE BOTTOM, SIGN AND SUBMIT.</p> <p>If you collect the PII information above, please complete the remainder of this form.</p>
<b>Description of the purpose(s) for which Contractor will receive/access PII</b>	To provide educational curriculum products and services on one or more digital platforms.
<b>Type of PII that Contractor will receive/access</b>	Check all that apply: <input checked="" type="checkbox"/> Student PII <input type="checkbox"/> APPR PII

<b>Contract Term</b>	Contract Start Date <u>08/05/2022</u> Contract End Date <u>08/05/2024</u>
<b>Subcontractor Written Agreement Requirement</b>	Contractor will not utilize subcontractors without a written contract that requires the subcontractors to adhere to, at a minimum, materially similar data protection obligations imposed on the contractor by state and federal laws and regulations, and the Contract. (check applicable option)  <input type="radio"/> Contractor will not utilize subcontractors. <input checked="" type="radio"/> Contractor will utilize subcontractors.
<b>Data Transition and Secure Destruction</b>	Upon expiration or termination of the Contract, Contractor shall: <ul style="list-style-type: none"> <li>• 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.</li> <li>• Securely delete and destroy data.</li> </ul>
<b>Challenges to Data Accuracy</b>	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 notify Contractor. Contractor agrees to facilitate such corrections within 21 days of receiving the EA's written request.
<b>Secure Storage and Data Security</b>	Please describe where PII will be stored and the protections taken to ensure PII will be protected: (check all that apply)  <input checked="" type="checkbox"/> Using a cloud or infrastructure owned and hosted by a third party. <input type="checkbox"/> Using Contractor owned and hosted solution <input type="checkbox"/> Other:
<b>Encryption</b>	Data will be encrypted while in motion and at rest.

# Western Suffolk BOCES - CONTRACTOR'S DATA PRIVACY AND SECURITY PLAN

## CONTRACTOR'S DATA PRIVACY AND SECURITY PLAN

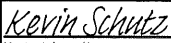
The Educational Agency (EA) is required to ensure that all contracts with a third-party contractor include a Data Security and Privacy Plan, pursuant to Education Law § 2-d and Section 121.6 of the Commissioner's Regulations. For every contract, the Contractor must complete the following or provide a plan that materially addresses its requirements, including alignment with the NIST Cybersecurity Framework, which is the standard for educational agency data privacy and security policies in New York state. **While this plan is not required to be posted to the EA's website, contractors should nevertheless ensure that they do not include information that could compromise the security of their data and data systems.**

1	Outline how you will implement applicable data security and privacy contract requirements over the life of the Contract.	Please see attached Savvas NY EdLaw 2d Data Privacy and Security Plan.
2	Specify the administrative, operational and technical safeguards and practices that you have in place to protect PII.	Please see attached Savvas NY EdLaw 2d Data Privacy and Security Plan.
3	Address the training received by your employees and any subcontractors engaged in the provision of services under the Contract on the federal and state laws that govern the confidentiality of PII.	Please see attached Savvas NY EdLaw 2d Data Privacy and Security Plan.
4	Outline contracting processes that ensure that your employees and any subcontractors are bound by written agreement to the requirements of the Contract, at a minimum.	Please see attached Savvas NY EdLaw 2d Data Privacy and Security Plan.
5	Specify how you will manage any data security and privacy incidents that implicate PII and describe any specific plans you have in place to identify breaches and/or unauthorized disclosures, and to meet your obligations to report incidents to the EA.	Please see attached Savvas NY EdLaw 2d Data Privacy and Security Plan.
6	Describe how data will be transitioned to the EA when no longer needed by you to meet your contractual obligations, if applicable.	Please see attached Savvas NY EdLaw 2d Data Privacy and Security Plan.
7	Describe your secure destruction practices and how certification will be provided to the EA.	Please see attached Savvas NY EdLaw 2d Data Privacy and Security Plan.
8	Outline how your data security and privacy program/practices align with the EA's applicable policies.	Please see attached Savvas NY EdLaw 2d Data Privacy and Security Plan.
9	Outline how your data security and privacy program/practices materially align with the NIST CSF v1.1	Please see attached Savvas NY EdLaw 2d Data Privacy and Security Plan.

## Western Suffolk BOCES 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. 6501-6502 (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/data-privacy-security/student-data-inventory](http://www.nysed.gov/data-privacy-security/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: [dpo@wsboces.org](mailto:dpo@wsboces.org). (ii) Complaints may also be submitted to the NYS Education Department at [www.nysed.gov/data-privacy-security/report-improper-disclosure](http://www.nysed.gov/data-privacy-security/report-improper-disclosure), by mail to: Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, NY 12234; by email to [privacy@nysed.gov](mailto:privacy@nysed.gov); or by telephone at 518-474-0937.
7. To be notified in accordance with applicable laws and regulations if a breach or unauthorized release of PII occurs.
8. 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.
9. Educational agency contracts with vendors that receive PII will address statutory and regulatory data privacy and security requirements.

<b>CONTRACTOR</b>	
<b>[Signature]</b>	 <small>Kevin Schutz (Aug 5, 2022 11:47 PDT)</small>
<b>[Printed Name]</b>	Kevin Schutz
<b>[Title]</b>	VP & Senior Counsel
<b>Date:</b>	08/05/2022

January 13, 2022






# DataPrivacy Source Revised 20220113 v.SAVVAS 08052022\_Page\_1

Final Audit Report

2022-08-05

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By:	Meredith Chester (meredith.chester@savvas.com)
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-  Document created by Meredith Chester (meredith.chester@savvas.com)  
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-  Document emailed to Kevin Schutz (kevin.schutz@savvas.com) for signature  
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-  Document e-signed by Kevin Schutz (kevin.schutz@savvas.com)  
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## New York Education Law §2-d Part 121 Data Privacy and Security Plan

**Published 04.21.2020**

### Purpose

Pursuant to New York Education Law §2-d Part 121.6 and Savvas Learning Company LLC's commitment to achieving and maintaining the trust of all educational institutions, students and parents using our Services, the following is a representation of Savvas' overall Data Privacy and Security Plan.

While handling Student Data, Savvas will maintain a written information security program of policies, procedures and controls governing the processing, storage, transmission and security of Student Data (the "Security Program"). The Security Program includes industry-standard practices designed to protect Student Data from accidental or unlawful destruction, loss, alteration, or unauthorized disclosure or access. Savvas regularly tests, assesses and evaluates the effectiveness of the Security Program and may periodically update the Security Program to address new and evolving security threats, technology and practices. No such update will materially reduce the commitments, protections or overall level of service provided to Customers as described herein.

### Scope

This document briefly summarizes and describes the administrative, technical and physical safeguards we employ as well as the controls in place applicable to the Services we provide.

### Policy

Although the subsequent sections of this Privacy and Security summary provide much more detailed information on our collection, use and disclosure of student data, we would like to highlight the following:

- We will NEVER sell your Student Data to third parties.
- We will NEVER perform targeted advertising of your Student Users.
- We will NEVER share your Student Data with third parties for the purpose of targeted advertising.
- We will NEVER build marketing profiles of your Student Users.
- We will NEVER claim ownership of your Student Data.

#### 1.1 COLLECTION, USE & MAINTENANCE OF STUDENT INFORMATION

We collect information about Users of the Service in multiple ways, including Personal Information provided directly to us by a Customer for upload to the Service, data collected directly from or generated by Student and Educator Users of the Service, and data generated through your use of the Service. Depending on the Services provided, we may also collect Personal Information through other methods that follow the terms of this Privacy Policy.

## **1.2 BEHAVIORAL TARGETED ADVERTISING & SALE OF STUDENT DATA**

We will NEVER perform targeted advertising of your Student Users and will NEVER share student data with any third-party for the purpose of targeted advertising. Further, we commit to NEVER build any marketing profiles of Student Users. We will NEVER sell your Student Data to third parties.

## **1.3 POLICY UPDATES AND NOTICE TO USERS**

From time to time, we may update it to address new issues or reflect changes to our Services. If we are making updates that involve material changes to the collection, protection, use or disclosure of Personal Information, we will attempt to provide you with advanced notice of the revisions. This notice may occur through various methods depending on which will best allow us to reach affected customers. These methods may include, but are not limited to, e-mail, postal mail, or a conspicuously posted website notice. Depending on the method that is used, we may also provide Users of the Service with advance notice of material changes. However, Customers who are educational institutions should ensure that they keep students, parents, and other stakeholders informed of any material changes, as data handling practices can vary based on school-specific configurations and requests. Please feel free to contact us if you have questions or concerns regarding intended Privacy Policy revisions.

## **1.4 RETENTION OF PERSONAL INFORMATION**

The Family Educational Rights and Privacy Act (FERPA) requires that educational technology (EdTech) vendors delete student data when there is no longer a purpose for it, including when a contract or data sharing agreement expires. We address student data deletion and retention by focusing on three key priorities: (1) conducting a comprehensive inventory of all student data, (2) creating an organizational data retention policy, and (3) implementing technical best practices when deleting student data. We also ensure every Data Privacy Agreement we enter into with our Customers specifies Districts expectations with regards to their respective student data.

Another approach Savvas utilizes in student data deletion is removing students' personally identifiable information so that the remaining information cannot be linked to an individual student. To meet the definition of de-identification in FERPA, we remove all student information such that, "a student's identity is not personally identifiable, whether through single or multiple releases, and then aggregate it with other de-identified or anonymized data making it virtually indecipherable.

## **1.5 PARENTS' BILL OF RIGHTS, ACCESS & CORRECTION OF STUDENT INFORMATION**

Customers who are educational institutions have primary responsibility for fulfilling student and parent access, amendment, and export requests. In most cases, Customers can fulfil these requests using the built-in functionality of the Service. Where this functionality is not available or the Customer cannot otherwise fulfil the request on their own, we will provide reasonable assistance with the production or export of Student Data if the assistance is in accordance with our Agreement and applicable law. In rare cases, we may not be able to fully satisfy these requests. Examples include requests for confidential company information in addition to Student Data, requests for Student Data in a specific or proprietary format that we are unable to support, or requests that are prohibited by law.

## 1.6 SECURITY

We utilize all appropriate administrative, physical and technical safeguards in accordance with industry standards and best practices to secure Customer Data from unauthorized disclosure, access, use, accidental loss, corruption, or destruction, as set forth in our Data Privacy and Information Security policies. In doing so, we perform periodic risk assessments of our Security Program and prioritize remediation of identified security vulnerabilities. We regularly monitor compliance with these measures and commit to never materially decrease the overall security of the Services during an agreed upon term.

### 1.6.1 ADMINISTRATIVE SECURITY SAFEGUARDS

Security & Privacy Governance: At Savvas, we utilize a comprehensive data governance model that encompasses appropriate security and privacy principles to address all applicable statutory, regulatory and contractual obligations based on ISO 27001 and NIST Cybersecurity frameworks. Our policies are reviewed and updated annually by our Chief Information Security Officer (CISO) and Chief Privacy Officer (CPO), and submitted for final approval by our Data Privacy and Security Steering Committee.

Confidentiality: Savvas shall ensure that any person who is authorized by Savvas to process Customer Data (including its staff, subcontractors and vendors) shall be under an appropriate obligation of confidentiality (whether a contractual or statutory duty).

Access Administration: Access to the Customer and student data by authorized persons is protected by authentication and authorization mechanisms. User authentication is required to gain access to the Savvas platforms. Access privileges are based on the principles of “need to know” and “least privileges” and on job requirements and are revoked upon termination of employment or consulting relationships.

Employee Training: All Savvas employees and contractors who have access to sensitive Customer and student data are required to complete student data privacy and FERPA training on an annual basis. The HR Department maintains detailed records of all completed training.

### 1.6.2 PHYSICAL SECURITY SAFEGUARDS

Production data centers used to provide our Services have access control systems that permit only authorized personnel to have access to secure areas. These facilities are designed to withstand adverse weather and other reasonably predictable natural conditions, utilize redundant electrical and telecommunications systems, employ environmental systems that monitor temperature, humidity and other environmental conditions, and contain strategically placed heat, smoke and fire detection and suppression systems.

The data center hosting Customer student data is compliant with the requirements as stated in the following standards: ISO9001:2015, ISO/IEC 27001:2013, ISO/IEC 27017:2015 and ISO/IEC 27018:2014 (or the then current substantially equivalent standards).

Power: The data center electrical power systems are designed to be fully redundant and maintainable without impact to operations, 24 hours a day, and Uninterruptible Power Supply (UPS) units provide backup power in the event of an electrical failure for critical and essential loads in the facility. In the event of a power failure, UPS and continuous power supply solutions are used to provide power while transferring systems to on-site back-up generators.



Access Restrictions: The data center facilities will have appropriate physical access restrictions and monitoring as well as fire detection and fire suppression systems. Facilities are secured by around-the-clock guards, interior and exterior surveillance cameras, two-factor access screening and escort-controlled access. Physical access is controlled both at the perimeter and at building ingress points by professional security staff utilizing video surveillance, intrusion detection systems, and other electronic means.

### 1.6.3 TECHNICAL SECURITY SAFEGUARDS

Logging and Monitoring: The production infrastructure log activities are centrally collected and are secured to prevent tampering and are monitored for anomalies by a trained security team.

Vulnerability Management: Savvas conducts periodic independent security risk evaluations to identify critical information assets, assess threats to such assets, determine potential vulnerabilities, and provide for remediation. When software vulnerabilities are revealed and addressed by a vendor patch, Savvas will obtain the patch from the applicable vendor and apply it within an appropriate timeframe in accordance with Savvas's then current vulnerability management and security patch management policy and only after such patch is tested and determined to be safe for installation in all production systems.

Encryption: We use industry-accepted encryption technology to protect Customer data and communications during transmissions between a customer's network and our platform, including through Transport Layer Encryption (TLS) leveraging at least 2048-bit RSA server certificates and 128-bit symmetric encryption keys at a minimum. All data, including Customer student data, is transmitted between data centers for replication purposes only across a dedicated, encrypted link utilizing AES-256 encryption. Additionally, all student data in our platform is encrypted at rest utilizing Transparent Data Encryption (TDE).

## 1.7 INCIDENT MANAGEMENT

Savvas maintains robust security incident management policies and procedures. Our Data Breach Response Plan, tailored to our organization, provides that we: (1) Engage our Data Privacy & Security Team, (2) Review the facts, (3) Conduct a thorough analysis, (4) Determine best course of action, (5) Execute, (6) Monitor, and (7) Review and apply lessons learned.

In the event of a security incident affecting our systems that involves Personal or Student Information, we will notify Customers in the most expeditious time possible and without unreasonable delay consistent with any measures to determine the scope of the breach and to restore the reasonable integrity of the system in accordance with terms of our Agreement. We will always attempt to notify you of any security incident affecting your data that we believe poses a material risk of harm to you, your staff or your students.

Notification shall include detailed information such as: (i) the nature of the Security Breach, (ii) the steps taken to investigate the Security Breach, (iii) what Customer Data or PII was used or disclosed, (iv) who or what was the cause of the Security Breach, (v) what we have done or will do to remediate any deleterious effect of the Security Breach, and (vi) what corrective action we've taken or will take to prevent a future Incident or Security Breach.

## **1.8 SUBPROCESSORS**

Depending on the Service, Savvas may engage Subprocessors, subcontractors, vendors or other third parties to help deliver or improve our Services. Third parties that we work with who may have access to student data are subject to stringent privacy and security contractual requirements including, but not limited to, FERPA training, prohibitions on collection, use or disclosure of student data for non-educational purposes and maintenance of a comprehensive information Security Program.

## **1.9 DATA PRIVACY & SECURITY CONTACT INFORMATION**

Name: Jeff Burklo

Designation: Chief Information Security Officer

Email ID: Jeff.Burklo@Savvas.com

Name: Ryan Johnson

Designation: Data Privacy Counsel, Chief Privacy Officer

Email ID: Ryan.Johnson@Savvas.com