

Education Law §2-d Compliance Statement

This Education Law §2-d Compliance Statement (“Compliance Statement”), effective as of the date of the signature below, is provided by Pearson K12 Learning LLC (“Pearson”), with offices at 221 River Street, Hoboken, NJ 07030, to Baldwinsville Central School District (the “District”).

1. Definitions.

- a. “Agreement” means the agreements under which Pearson licenses or provides the Products and Services, including any applicable End User License Agreement, Terms of Use and Privacy Policy applicable to the Products and Services, and any other agreement executed by the parties relating to the Products and Services.
- b. “Parents Bill of Rights” means the Parents Bill of Rights adopted by the District pursuant to New York Education Law §2-d, which is attached to this Compliance Statement as Exhibit A.
- c. “Products and Services” mean the following: Pearson Realize.
- d. “Student Data” and “Teacher or Principal Data” have the meanings set forth in Education Law §2-d.

2. Compliance with Law and the Parents Bill of Rights.

In collecting and processing Student Data, Pearson agrees to comply with all applicable provisions of: (a) the Family Educational Rights and Privacy Act, 20 USC 1232g, and its regulations, 34 CFR Part 99 (“FERPA”); (b) New York Education Law §2-d; and (c) the Parents Bill of Rights. Pearson agrees to comply with the non-disclosure requirements and restrictions on re-disclosure of Student Data set forth in FERPA and to use and restrict access to Student Data only for educational purposes subject to the limitations and restrictions applicable to school officials under FERPA, New York Education Law §2-d, the Parents Bill of Rights and the Agreement.

3. Supplement to the Parents Bill of Rights.

Pearson agrees to the following terms to supplement the Parents Bill of Rights:

- a. Pearson will use Student Data solely for the educational purposes of providing the Products and Services to the District and in accordance with the provisions of the Agreement. Pearson will neither sell the Student Data nor use the Student Data for marketing or other commercial purposes. As set forth in Pearson’s Privacy Policy, located as of the date of this Compliance Statement at <https://www.pearsonrealize.com/privacy/corporate/privacy/learning-services-privacy-policy.html>, Pearson may use data on an aggregated, deidentified basis (i.e., exclusive of any personally identifiable information) for product improvement, research, and related purposes.
- b. Pearson may disclose Student Data to Pearson affiliates and subcontractors who are provided access to enable Pearson to perform its obligations under the Agreement, provided such affiliates and subcontractors are bound to protect the Student Data in a manner consistent with the requirements of the Agreement and this Compliance Statement.
- c. The Agreement will expire on the last date of the District’s paid-up subscription for online access to the Products and Services, unless it is renewed by mutual agreement of Pearson and the District. In the event that the Agreement is terminated, Pearson will, upon the written request of the District, delete Student Data as soon as reasonably practicable, provided, however, that: (i) the District provides sufficient detail in the request in order for Pearson to confirm the validity of the request and to fulfill it; and (ii) Pearson will not delete any information required to be maintained by law or court order. Upon request, Pearson will provide the District with confirmation of the deletion of the Student Data. Until such time as the Student Data is deleted, Pearson will keep the Student Data confidential and protect the Student Data from unauthorized use or access employing the security measures described in the Agreement and this Compliance Statement. In the absence of specific instructions from the District after termination, Pearson may delete Student Data in accordance with Pearson’s standard business practices.

- d. Parent and student questions about the accuracy of Student Data should be directed to the District. To the extent that the District is unable to make any appropriate corrections using the functionality of the Products or Services, Pearson will provide reasonable assistance to the District in accordance with the Agreement.
 - e. Pearson will store the Student Data on servers in a secured facility in the United States. Pearson will maintain a comprehensive information security program and will use reasonable and appropriate administrative, procedural and technical measures, consistent with industry standards, to protect the security, confidentiality and integrity of the Student Data.
4. **Training.** Officers or employees of Pearson who will have access to Student Data will receive training on the applicable laws governing confidentiality of Student Data prior to receiving such access to Student Data, and Pearson will limit internal access to the Student Data to those individuals who have been so trained and are determined by Pearson to have legitimate educational interests for purposes of performing the Agreement.
 5. **Non-Disclosure.** Pearson will keep Student Data confidential and will not disclose Student Data, except to the extent required or permitted by applicable law and the Agreement. If a disclosure is made by Pearson pursuant to a requirement of law or court order, Pearson will notify the District at the time of or prior to the disclosure, unless prohibited from doing so by law or court order.
 6. **Encryption.** Pearson will use encryption technology to protect the Student Data while in motion or in its custody from unauthorized disclosure using a technology or methodology specified by the secretary of the United States Department of Health and Human Services in guidance issued under Section 13402(H)(2) of Public Law 111-5.
 7. **Breach.** Pearson will notify the District in the event of a breach of security or unauthorized release of Student Data by Pearson in violation of law, the Parents Bill of Rights, the Agreement or this Compliance Statement. Such notification will be provided without unreasonable delay in the most expedient way possible. Pearson agrees to reimburse the District for reasonable costs of any legally required notifications due to any such breach or unauthorized release caused by Pearson, provided that District reasonably consults and coordinates with Pearson in connection with such notifications.
 8. **Teacher or Principal Data.** Based on the Products and Services being provided, Pearson should not have access to any Teacher or Principal Data; however, if Pearson does obtain access to any Teacher or Principal Data in the course of providing the Products and Services, it will comply with all applicable laws and the provisions of the Agreement and this Compliance Statement with respect thereto.
 9. **Order of Precedence.** This Compliance Statement amends and supplements the terms and provisions of the Agreement, as defined above. In the event of any conflict between this Compliance Statement and any other terms of the Agreement, the provisions of this Compliance Statement shall control.

This Compliance Statement is hereby acknowledged and agreed by Pearson as of the date set forth below.

PEARSON K12 LEARNING LLC

By: *Matt Stricker*
Matt Stricker (Jul 1, 2019)

Printed Name: Matt Stricker

Title: VP Operations

Date: Jul 1, 2019

EXHIBIT A

PARENTS BILL OF RIGHTS

[Taken from the District's website as of 6/20/19]

The Common Core Implementation Reform Act requires school districts and BOCES to publish a "Parents Bill of Rights for Data Privacy and Security".

1. A student's personally identifiable information (PII) cannot be sold or released by the District/BOCES for any commercial or marketing purposes.

2. Parents have the right to inspect and review the complete contents of their child's education record including any student data stored or maintained by the District. This right of inspection is consistent with the requirements of the Family Educational Rights and Privacy Act (FERPA). In addition to the right of inspection of the educational record, Education Law §2-d provides a specific right for parents to inspect or receive copies of any data in the student's educational record. NYSED will develop policies and procedures pertaining to this right some time in the future.

3. State and federal laws protect the confidentiality of PII, 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 for public review at <http://www.p12.nysed.gov/irs/sirs/documentation/NYSEDstudentData.xlsx>, or parents may obtain a copy of this list by writing to the Office of Information & Reporting Services, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, NY 12234.

5. Parents have the right to file complaints with the District about possible privacy breaches of student data by the District's third-party contractors or their employees, officers, or assignees, or with NYSED. Complaints regarding student data breaches should be directed to:

James Rodems, District Clerk
Baldwinsville Central School District
29 East Oneida St
Baldwinsville, NY. 13027
Phone: 315-638-6055
Email: jrodems@bville.org

Complaints to NYSED should be directed in writing to the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany NY 12234, email to CPO@mail.nysed.gov. The complaint process is under development and will be established through regulations to be proposed by NYSED's Chief Privacy Officer, who has not yet been appointed.