EDUCATION LAW 2-d OPT-IN

This Education Law 2-d Opt-In ("Opt-In") is executed and entered into as of the date of execution specified below ("Effective Date"), by the School District identified below ("District"). The existing agreement with Erie 1 BOCES and Google will expire on June 30, 2023.

WHEREAS, Google LLC ("Vendor"), a corporation having its principal offices at 1600 Amphitheatre Parkway, Mountain View, CA, 94043, provides certain services to the District pursuant to certain contractual arrangements and Vendor Terms of Service ("TOS") entered into between District and Vendor; and,

WHEREAS, the State of New York has enacted New York Education Law 2-d; and,

WHEREAS, Erie 1 Board of Cooperative Educational Services ("Erie 1 BOCES"), a municipal corporation organized and existing under the Education Law of the State of New York having its principal offices at 355 Harlem Road, West Seneca, NY 14224, has entered into an EDUCTION LAW 2-d Agreement ("Agreement") in order to address and give binding effect to the terms of New York Education Law 2-d and Section 1.8 of which Agreement provides that school districts can become party to the Agreement by executing a written opt-in to do so; and,

WHEREAS, District wishes to become party to the Agreement;

NOW THEREFORE, District attests and agrees as follows:

1.   District has evaluated its needs with respect to New York Education Law 2-d and wishes to become subject to the terms of the Agreement;

2.   District hereby formally notifies Erie 1 BOCES and confirms that it is opting into the Agreement in accordance with Section 1.8 thereof.

3.   By executing this Opt-In, District agrees to be bound by and to comply with the terms of the Agreement.

EXECUTED:

DISTRICT: _____

EXECUTED BY: _____

NAME: _Jeffrey Rabey Ph.D._____

TITLE: _Superintendent_____

DATE: _8/5/20_____

This Amendment to the Agreement (the "**Amendment**") is made and entered into as of the date of the last signature below by and between Google LLC ("**Google**" or "**Vendor**"), a corporation having its principal offices at 1600 Amphitheatre Parkway, Mountain View, CA, 94043, and Erie 1 Board of Cooperative Educational Services ("**Erie 1 BOCES**" or "**Customer**") a municipal corporation organized and existing under the Education Law of the State of New York having its principal offices at 355 Harlem Road, West Seneca, NY 14224 (each a "**Party**" and, collectively, the "**Parties**"). This Amendment will be effective as of the last signature date below (the "**Amendment Effective Date**").

WHEREAS, Parties have entered into an Agreement on September 30, 2019 ("**Agreement**") governing the provision of the G Suite for Education services ("**Services**") which is set to expire on June 30, 2020; and

WHEREAS, Parties wishes to amend the Agreement so as to extend the Term of the Agreement, as well as, to adopt language necessary to maintain compliance with New York law including but not limited to New York's Education Law Section 2-d ("**Education Law 2-d**"); and

WHEREAS, a Board of Cooperative Educational Services ("**BOCES**") is a municipal corporation organized and existing under the Education Law of the State of New York that pursuant to Education Law §1950 provides shared computer services and software to school district components ("**District**" or "**Districts**") of the Regional Information Center ("**RIC**") and in that capacity purchases various products for use by said districts as part of the BOCES service, and

WHEREAS, several BOCES throughout New York State wish to continue to offer G Suite for Education to its Districts as part of the BOCES service;

NOW, THEREFORE, And in consideration of the mutual promises hereinafter set forth, the parties agree as follows:

AGREEMENT:

1. Termination Date. The termination date of the Agreement dated September 30, 2019 is partially amended by the terms in Section 1.9 and shall read as follows:

   "**1.9 TERM AND TERMINATION**

   1.9.1 Term of Agreement. The initial term of this Agreement shall commence on the Amendment Effective Date and continue until 11:59 pm June 30, 2023 ("**the Initial Term**"), unless earlier terminated as otherwise set forth herein. The Initial Term

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may be extended for successive renewal terms of three (3) years (each a "**Renewal Term**") by mutual execution by the Parties of either a written Amendment to this Agreement, or, a new Agreement. Notwithstanding the foregoing, if Customer continues to use the Services after the end of the Initial Term (and each Renewal Term, if applicable), the Agreement will automatically renew for consecutive renewal terms of 12 months unless either party gives 30 day prior notice of non-renewal of the Initial Term or any Renewal Term.

1.9.2 Termination for Convenience. Subject to any financial commitments in an Order Form or addendum to the Agreement, Customer may terminate this Agreement for any reason prior to the expiration of its Initial Term (or the expiration of any Renewal Term) upon ninety (90) days' written notice to Google.

1.9.3 Termination for Breach. The terms of Section 11.3 (Termination for Breach) of Google G Suite for Education terms in Exhibit A will govern.

2. Compliance with Education Law 2-d.

A. Exhibit B (including its Appendix) of the Agreement is deleted in its entirety and replaced with the following:

EXHIBIT B
PARENTS' BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY

Erie 1 BOCES is committed to protecting the privacy and security of student, teacher, and principal data. In accordance with New York Education Law § 2-d, the BOCES wishes to inform the 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 the State is available for public review at **http://www.nysed.gov/data-privacy-security/student-data-inventory**, or 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 the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, New York 12234. Complaints may also be submitted using the form available at the following website **http://www.nysed.gov/data-privacy-security/report-improper-disclosure**.

BY THE VENDOR (Google LLC):

_____   *Philipp Schindler*   **2020.08.03**
Signature   Philipp Schindler   **09:50:19**
                            Authorized Signatory   **-07'00'**

_____
Printed Name

_____
Title

_____
Date

Erie 1 BOCES has entered into a G Suite for Education Services Agreement ("Agreement") with Google LLC, which governs the availability to Participating Educational Agencies of the following Product(s):

G Suite for Education

Pursuant to the Agreement, Participating Educational Agencies may provide to Vendor, and Vendor will receive, personally identifiable information about students, or teachers and principals, that is protected by Section 2-d of the New York State Education Law ("Protected Data" and also identified as "Customer Data" in Vendor's terms).

Exclusive Purpose for which Protected Data will be Used: The exclusive purpose for which Vendor is being provided access to Protected Data is to provide Participating Educational Agencies with the functionality of the Product(s) listed above, in accordance with the Google G Suite for Education terms located at https://gsuite.google.com/intl/en/terms/education_terms.html. Vendor agrees that it will not use the Protected Data for any other purposes not explicitly authorized in the Agreement. Protected Data received by Vendor, or any of Vendor's subcontractors, assignees, or other authorized agents, will not be sold, or released or used for any commercial or marketing purposes.

Oversight of Subprocessors: In the event that Vendor engages subprocessors to perform one or more of its obligations under the Agreement (including any hosting service provider), such engagement will be subject to the Google Data Processing Amendment terms at https://gsuite.google.com/terms/dpa_terms.html and the Agreement. Vendor will ensure that such subprocessors abide by the provisions of the Agreement and will remain responsible for all acts and omissions of such Subprocessors in connection with the aforementioned obligations.

For reference purposes only, the terms of Section 11 (Subprocessors) of the Google Data Processing Amendment available at https://gsuite.google.com/terms/dpa_terms.html (or such other URL Vendor may designate) in effect as of the Amendment Effective Date state:

"11. Subprocessors

11.1 Consent to Subprocessor Engagement. Customer specifically authorizes the engagement as Subprocessors of: (a) those entities listed as of the Amendment Effective Date at the URL specified in Section 11.2 (Information about Subprocessors); and (b) all other Google Affiliates from time

to time. In addition, without prejudice to Section 11.4 (Opportunity to Object to Subprocessor Changes), Customer generally authorizes the engagement as Subprocessors of any other third parties ("New Third Party Subprocessors"). If Customer has entered into Model Contract Clauses as described in Section 10.2 (Transfers of Data), the above authorizations constitute Customer's prior written consent to the subcontracting by Google LLC of the processing of Customer Data.

11.2 Information about Subprocessors. Information about Subprocessors, including their functions and locations, is available at https://gsuite.google.com/intl/en/terms/subprocessors.html (as may be updated by Google from time to time in accordance with this Data Processing Amendment).

11.3 When engaging any Subprocessor, Google will:
a. ensure via a written contract that:
i. the Subprocessor only accesses and uses Customer Data to the extent required to perform the obligations subcontracted to it, and does so in accordance with the Agreement (including this Data Processing Amendment) and any Model Contract Clauses entered into or Alternative Transfer Solution adopted by Google as described in Section 10.2 (Transfers of Data); and
ii. if the GDPR applies to the processing of Customer Personal Data, the data protection obligations described in Article 28(3) of the GDPR, as described in this Data Processing Amendment, are imposed on the Subprocessor; and
b. remain fully liable for all obligations subcontracted to, and all acts and omissions of, the Subprocessor.

11.4 Opportunity to Object to Subprocessor Changes.
a. When any New Third Party Subprocessor is engaged during the applicable Term, Google will, at least 30 days before the New Third Party Subprocessor starts processing any Customer Data, notify Customer of the engagement (including the name and location of the relevant subprocessor and the activities it will perform).
b. Customer may, within 90 days after being notified of the engagement of a New Third Party Subprocessor, object by terminating the applicable Agreement immediately upon written notice to Google. This termination right is Customer's sole and exclusive remedy if Customer objects to any New Third Party Subprocessor."

Duration of Agreement and Protected Data Upon Expiration:
- The Agreement commences on August 1, 2020 and expires on June 30, 2023.

- Data Deletion. Upon expiration of the Agreement without renewal, or upon termination of the Agreement prior to expiration, Vendor will securely delete all Protected Data remaining in the possession of Vendor in accordance with the then-current terms of the Google Data Processing Amendment (Section 6.2 and Section 6.3) described at https://gsuite.google.com/terms/dpa_terms.html (or such other URL Vendor may designate).

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For reference purposes only, the terms of Section 6.2 (Deletion on Term Expiry) and Section 6.3 (Deferred Deletion Instruction) of the Google Data Processing Amendment in effect as of the Effective Date state:

"6.2 Deletion on Term Expiry. Subject to Section 6.3 (Deferred Deletion Instruction), on expiry of the applicable Term, Customer instructs Google to delete all Customer Data (including existing copies) from Google's systems in accordance with applicable law. Google will comply with this instruction as soon as reasonably practicable and within a maximum period of 180 days, unless European or National Law requires storage. Without prejudice to Section 9.1 (Access; Rectification; Restricted Processing; Portability), Customer is responsible for exporting, before the applicable Term expires, any Customer Data it wishes to retain.

6.3 Deferred Deletion Instruction. To the extent any Customer Data covered by the deletion instruction described in Section 6.2 (Deletion on Term Expiry) is also processed, when the applicable Term under Section 6.2 expires, in relation to an Agreement with a continuing Term, such deletion instruction will only take effect with respect to such Customer Data when the continuing Term expires. For clarity, this Data Processing Amendment will continue to apply to such Customer Data until its deletion by Google."

Challenging Accuracy of Protected Data: Parents or eligible students can challenge the accuracy of any Protected Data provided by a Participating Educational Agency to Vendor, by contacting the student's district of residence regarding procedures for requesting amendment of education records under the Family Educational Rights and Privacy Act (FERPA). Teachers or principals may be able to challenge the accuracy of APPR data provided to Vendor by following the appeal process in their employing school district's applicable APPR Plan.

Data Storage and Security Protections: Any Protected Data Vendor receives will be stored and process anywhere Vendor or its Subprocessors maintain facilities in accordance with the terms of Section 10.1 (Data Storage and Processing Facilities) described at https://gsuite.google.com/terms/dpa_terms.html (or such other URL Vendor may designate). The parties agree that Customer will only be able to select regions for the storage of Protected Data as described in the "Data Regions" section of the G Suite Service Specific Terms (available at https://gsuite.google.com/terms/service-terms/ or a successor URL) (the "Data Regions Provisions"), unless otherwise agreed to by the parties. If "Data regions" (as described at https://gsuite.google.com/products/admin/data-regions/ or a successor URL) is enabled by Customer, Vendor will transfer all Located Data (as defined in the Data Regions Provisions) for the applicable End User(s) to the selected Data Region (to the extent any Located Data is not already in the selected Data Region), as further described in the Data Regions Provisions. Customer acknowledges and agrees that (i) while the transfer is occurring, Located Data (to the extent any Located Data is not already in the selected Data Region) may be stored anywhere Vendor or its Subprocessors (as defined in the Google Data Processing Amendment) maintain facilities, and (ii) if Customer disables Data regions, Vendor may store and process Protected Data anywhere Vendor or its Subprocessors maintain facilities for a period of time, as described in the Google Data Processing Amendment. The measures that Vendor takes to protect Protected Data

are described in the Google Data Processing Amendment available at https://gsuite.google.com/terms/dpa_terms.html (or such other URL Vendor may designate).

Encryption of Protected Data: Subject to the terms of Appendix 2 (Security Measures) of the Google Data Processing Amendment available at https://gsuite.google.com/terms/dpa_terms.html (or such other URL Vendor may designate), Vendor will encrypt Protected Data.

For reference purposes only, Appendix 2 (Security Measures) of the Google Data Processing Amendment in effect as of the Effective Date states:
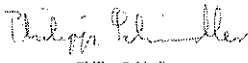
"Encryption Technologies. Google makes HTTPS encryption (also referred to as SSL or TLS connection) available. Google servers support ephemeral elliptic curve Diffie-Hellman cryptographic key exchange signed with RSA and ECDSA. These perfect forward secrecy (PFS) methods help protect traffic and minimize the impact of a compromised key, or a cryptographic breakthrough."

3. Miscellaneous. The Agreement remains in full force and effect except as modified by this Amendment. To the extent the Agreement and this Amendment conflict, this Amendment governs. This Amendment may be executed in one or more counterparts including facsimile, PDF or other electronic copies, which when taken together upon proper delivery will constitute a single instrument. The Agreement's governing law and dispute resolution provisions also apply to this Amendment.

Signed by the parties' authorized representatives on the dates below

Google LLC ("Google")

By:

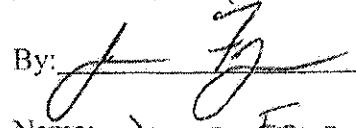Philipp Schindler
Authorized Signatory

2020.08.03
09:50:42 -07'00'

Title:_____

Date:__

ERIE 1 BOCES ("Customer")

By:_____

Name:_James Freze(?)lette_

Title:_Executive Director_

Date:_8 / 1 /20_

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This **AGREEMENT** is made and entered into as of the date of the last signature below by and between Google LLC ("Vendor"), a corporation having its principal offices at 1600 Amphitheatre Parkway, Mountain View, CA, 94043, and Erie 1 Board of Cooperative Educational Services ("Erie 1 BOCES'), a municipal corporation organized and existing under the Education Law of the State of New York having its principal offices at 355 Harlem Road, West Seneca, NY 14224. This Agreement will become effective upon the execution hereof by Vendor and Erie 1 BOCES. This Agreement will expire June 30. 2020. At that time parties may enter into a new Agreement upon terms to be agreed upon. Purchases made during the period of the Agreement will receive all products and services described in this Agreement.

WHEREAS, Google LLC has been identified and accepted by the Erie 1 BOCES as a provider of G Suite for Education, the application as more fully described in Exhibit A attached hereto and by this reference made part hereof of this Agreement (hereinafter referred to as "Product"); and

WHEREAS, a Board of Cooperative Educational Services ("BOCES") is a municipal corporation organized and existing under the Education Law of the State of New York that pursuant to Education Law §1950 provides shared computer services and software to school district components ("District" or "Districts") of the Regional Information Center ("RIC") and in that capacity purchases various products for use by said districts as part of the BOCES service, and

WHEREAS, Erie 1 BOCES is responsible for negotiating and entering into technology contracts and that other BOCES may bind themselves to such contracts and utilize services under such contracts by adopting appropriate School Board resolutions and by ordering services from Vendor by executing a Vendor "Customer Affiliate Agreement"; and

WHEREAS, this Agreement is subject to the New York's Education Law Section 2-d ("Education Law 2-d'); and

WHEREAS, several BOCES throughout New York State wish to offer G Suite for Education to its Districts as part of the BOCES service;

NOW, THEREFORE, And in consideration of the mutual promises hereinafter set forth, the parties agree as follows:

DEFINITIONS:

·customer Affiliate Agreement" is the ordering document that allows Customer Affiliates to order Google Services.

"Cooperative Service Agreement" (COSER) is an agreement approved by the New York State Department of Education pursuant to Education Law §1950 whereby licensed Districts purchase services from a BOCES.

"District" means a school district component of a RIC or BOCES that purchases the Instructional Technology service COSER 7710.

"Documentation' means, with respect to any particular application or equipment, any applicable standard end user specifications and/or operating instructions provided by Vendor for such application and/or equipment, which may be amended from time to time. Documentation does not include any sales or marketing materials.

"Effective Date" means the date upon which the last Party signs this Agreement.

"Eligible Student" means a student eighteen years or older.

'Licensee" means Erie 1 BOCES on behalf of the Western New York Regional Information Center, or any other BOCES in the State of New York which accepts the provisions of this Agreement by formal action of its Board of Education.

'Parent" means a parent. legal guardian, or person in parental relation to a Student.

"**Party**" means either Vendor or ERIE 1 BOCES.

"**Personally Identifiable Information**" ("**PII**") as applied to Student Data, means personally identifiable information as defined in 34 CFR 99.3 implementing the Family Educational Rights and Privacy Act (FERPA), at 20 USC 1232g.

"**Personal, Private, and Sensitive Information**" ("**PPSI**") is any information to which unauthorized access, disclosure, modification, destruction, or disruption of access or use could severely impact critical functions, employees, customers or third parties, or students in general. Private information could include one or more of the following: Social Security number; driver's license number or non-driver ID; account number, credit card number, or debit card number and security code; or access code/password that permits access to an individual's financial account or protected student records.

"**Product**" shall include each and every component specified in Exhibit A, which Vendor has developed, owns or which Vendor has acquired the right to license.

"**Regional Information Centers**" or "**BOCES**" mean any of the following Regional Information Centers: South Central (BT BOCES), Mohawk, Mid-Hudson,Greater Southern Tier, Central New York (OCM BOCES), Northeastern (Capital Region BOCES), Monroe #1, Wayne-Finger Lakes (EduTech), Nassau, Western New York (Erie 1 BOCES), Eastern Suffolk, and Lower Hudson. It is understood that these RIC/BOCES have defined service areas within the State of New York and that said service areas include one or more "BOCES" and in that capacity purchases various software for use by said districts as part of the BOCES service. Each BOCES is an entity comprised of school districts in the state of New York. Only school districts served by a BOCES may participate in this Agreement after their BOCES Board of Education has approved the resolution and a Customer Affiliate Agreement is executed with Vendor. Licenses hosted by an individual BOCES will not be eligible for this Agreement unless and until they join the participating RIC/BOCES for this Services.

"**Services**" means any services provided by Vendor to the Licensee pursuant to any schedule, including, without limitation, consulting, educational, hosting, system administration, training or maintenance and support services.

"**Student**" means any person attending or seeking to enroll in a District that purchases Google products pursuant to the Agreement.

"**Shared Data**' means collectively Student Data. Teacher/Principal Data and PPSI.

"**Student Data**" means personally identifiable information from student records that Vendor receives from a BOCES, RIC or District.

"**Teacher/Principal Data**" means personally identifiable information from the records of an educational agency relating to the annual professional performance reviews of classroom teachers or principals that is confidential and not subject to release under the provisions of section three thousand twelve-c of New York Education Law.

"**VENDOR**" means Google, LLC.

1.1 Product shall be utilized at the sites as shall be designated by BOCES or District, or utilized in a cloud environment and shall be used solely for the benefit of BOCES or such District. BOCES or a District shall not permit or provide for transfer or reproduction of Product, or any portion thereof, to be placed on a computer not at the sites, by physical or electronic means, unless specifically authorized. BOCES, or a District, shall not make or allow others to make copies or reproductions of the Product, or any portion thereof in any form without the prior written consent of Vendor. The unauthorized distribution or disclosure of the Product, is prohibited, and shall be considered a material breach of this Agreement.

1.2 Except as expressly stated herein, BOCES, or a District, may not alter, modify, or adapt the Product, including

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but not limited to translating, reverse engineering, decompiling, disassembling, or creating derivative works, and may not take any other steps intended to produce a source language state of the Product or any part thereof, without Vendor's prior express written consent.

1.3 BOCES, or a District, will be the sole owner and custodian of data transmitted, received, or manipulated by the Product, except as otherwise set forth in this Agreement. In the event that Vendor stores or maintains Shared Data provided to it by a BOCES, RIC or District. whether as a cloud provider or otherwise, the Vendor assumes all risks and obligations in the event of a breach of security ,of such Shared Data unless BOCES, the District, or any student causes the breach.

1.4 Vendor shall not subcontract or assign its obligation to store or maintain Shared Data provided to it pursuant to this Agreement to a third party cloud provider unless granted specific prior written permission from Erie 1 BOC ES. Shared Data transferred to Vendor by a BOCES, RIC or a District will be stored in electronic format on systems maintained by Vendor in a secure data center facility located within the United States of America in accordance with the instructions received from either a BOCES, RIC or a District. The measures that Vendor will take to protect the privacy and security of the Shared Data while it is stored in that manner are those associated with industry best practices including, but not necessarily limited to, disk encryption. file encryption, firewalls, and password protection.

1.5 Subject to the terms of the Vendor's Data Processing Amendment (incorporated by reference into this Agreement under Exhibit A) and unless otherwise prohibited by statute or court order, Vendor must promptly inform the BOCES, RIC or District, as applicable, in the event that any Shared Data it stores or maintains pursuant to this Agreement. including such data as may be stored or maintained by a third party cloud provider on Vendor's behalf. is requested by law enforcement authorities or otherwise sought by subpoena or court order.

1.6 Vendor will keep confidential all information and data, including any Shared Data, to which it has access in the performance of this Agreement.

1.7 In addition to the above requirements, *for* Shared Data as defined above:

A. Vendor shall maintain the confidentiality of the Shared Data in accordance with applicable state and federal law. Vendor acknowledges that the New York State Education Department is in process of promulgating regulations to ensure compliance with Education Law 2-d and that upon its adoption of those Education Law 2-d regulations, it may become necessary for the parties to adopt an amendment that supersedes or supplements the terms of this Agreement. Vendor agrees to act in good faith to take such additional steps to adopt all necessary documents so the terms of the Agreement will be in compliance with Education Law 2-d and its implementing regulations.

B. Vendor's data security and privacy plan for how all state, federal and local data security and privacy contract requirements will be implemented over the term of this Agreement, consistent with Erie 1 BOCES' policy on data security and privacy, is described in the G Suite for Education terms of service and the G Suite Data Processing Amendment.

C. Vendor's data security and privacy plan includes Erie 1 BOCES' Parents Bill of Rights for data privacy and security (a copy of which is attached hereto and Incorporated into this Agreement as Exhibit B.

D. In accordance with Vendor's data security and privacy plan, Vendor agrees that any of its officers or employees. and any officers or employees of any subcontractor or assignee of Vendor, who will have access to the Shared Data. have received or will receive training on the federal and state law governing confidentiality of such data prior to receiving the data or access to the data. Upon request. Vendor and/or its subcontractors or assignees will provide a certification from an appropriate officer that the requirements of this paragraph have been satisfied in full.

E. The exclusive purposes for which Vendor is being provided access to the Shared Data is: to provide Licensees

with the functionality of Google G Suite for Education Services.

F. Vendor will ensure that it will only share Shared Data with additional third parties if those third parties are contractually bound to observe the same obligations to maintain data privacy and security as required by Vendor pursuant to this Agreement.

G. Upon expiration of this Agreement without renewal, Vendor shall, if requested in advance by BOCES, RIC or a District, assist BOCES, RIC or the District in exporting all electronically stored Shared Data previously received back to the BOCES, RIC or a District for a period that shall not exceed 180 days after the Agreement's termination or expiration date ("Transition Term"). The G Suite for Education Terms of Service (including payment obligations) will continue to apply during the Transition Term. Thereafter, Vendor shall promptly securely delete and/or dispose of any and all Shared Data remaining in the possession of Vendor or its assignees or subcontractors (including all electronic versions or electronic imaging of hard copies of Shared Data) in accordance with the terms of G Suite Data Processing Amendment. Vendor agrees that neither it nor its subcontractors or assignees will retain any copy, summary or extract of the Shared Data or any related work papers on any storage medium whatsoever. At the end of the Transition Term, Vendor will have no further obligation to provide the terminated Services and will cease providing such Services without any further notice.

H. In the event that a Parent or Eligible Student wishes to challenge the accuracy of the Shared Data concerning that Student or Eligible Student that is maintained by Vendor, that challenge may be processed through the procedures provided by the licensed District for amendment of education records under the Family Educational Rights and Privacy Act (FERPA). Vendor's services allow the District to promptly correct any inaccurate data stored in Vendor's systems. A teacher or principal who wishes to challenge the accuracy of the Shared Data concerning that teacher or principal that is maintained by Vendor may do so through the process set forth in the APPR plan of their employing school district or BOCES.

I. Shared Data received by Vendor or by any subcontractor or assignee of Vendor from a BOCES, RIC or a District shall not be sold or released for any commercial purposes, nor shall it be sold or used for marketing purposes.

J. Vendor acknowledges that it has the following additional obligations under NYS Education Law 2-d with respect to any Shared Data received from a BOCES, RIC or a District, and agrees that any failure to fulfill one or more of these statutory obligations shall be deemed a breach of this Agreement, as well as subject Vendor to various penalties under Education Law 2-d, including but not limited to civil penalties:

   a. To limit internal access to education records and Student Data to those individuals that are determined to have legitimate educational interests within the meaning of Section 2-d and the Family Educational Rights and Privacy Act (FERPA); e.g., the individual needs access to the Student Data in order to fulfill his or her responsibilities in performing the services provided to a BOCES, RIC or a District by Vendor;

   b. To not use education records or Shared Data for any purpose(s) other than those explicitly authorized in this Agreement;

   c. To not disclose any Personally Identifiable Information to any other party who is not an authorized representative of Vendor using the information to carry out Vendor's obligations under this Agreement, unless:
      i. the Parent or Eligible Student has provided prior written consent, or
      ii. the disclosure is required by statute or court order, and notice of the disclosure is provided to the BOCES, RIC or District prior to the time of disclosure, unless such notice is expressly prohibited by the statute or court order;

K. To maintain reasonable administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of PII in its custody;

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L. To use encryption technology to protect data while in motion or in its custody from unauthorized disclosure using a technology or methodology specified by the secretary of the U.S. Department of HHS in guidance issued under P.L. 111-5, Section 13402(H)(2), or any other technology or methodology specifically authorized by applicable statute, regulation or the NYS Education Department;

M. To notify the BOCES, RIC or a District of any breach of security resulting in an unauthorized release of Shared Data by Vendor or its subcontractors or assignees in violation of applicable state or federal law, the Parents Bill of Rights for student data privacy and security, the data privacy and security policy of Erie 1 BOCES, and obligations relating to data privacy and security within this Agreement including the Vendor's Data Processing Amendment in the most expedient way possible and without unreasonable delay. Notifications related to any data incident or breach of data will be subject to the terms of the Vendor's Data Processing Amendment.

N. In the event that a BOCES, RIC or a District is required under Education Law 2-d to notify Parent(s) or Eligible Student(s) of an unauthorized release of Shared Data by Vendor or its assignees or subcontractors, Vendor shall promptly reimburse the BOCES, RIC or a District for the full cost of such notification.

O. BOCES, or a District, shall keep confidential the Product and all Documentation associated therewith whether or not protected by copyright. BOCES, or a District, will reasonably protect such information and at a minimum provide the same safeguards afforded its own like confidential information. Confidential information shall not include information in the public domain, information already rightfully in the possession of the other party without an obligation to keep it confidential, information obtained from another source without obligations of confidentiality, information independently developed, or information required by a court or government order or applicable law.

P. Vendor shall have the right upon, three business days written notice to BOCES or District, as applicable, to enter the premises of the BOCES or the District for the purpose of inspecting to ensure compliance by the BOCES or the District of its obligations hereunder. Entry shall only be allowed Monday through Friday during the normal business hours or 8:00 A.M. to 3:00 P.M. Eastern Time.

1.8   To the extent that any term of the G Suite for Education terms of service directly conflicts with the terms of this Agreement, the terms of this Agreement shall apply and be given effect.

Vendor agrees that the terms of this Agreement may be shared with any BOCES or District or representatives thereof.

Any District may bind itself and Vendor to the terms of this Agreement by opting into the terms of this Agreement in writing by executing a Customer Affiliate Agreement. Vendor's recourse in the event of a breach of this Agreement by any District or BOCES shall be limited to recourse against the breaching District or BOCES and shall not extend to any other District or BOCES.

ADDITIONAL TERMS

As to Section 1.4, the Erie 1 BOCES acknowledges and agrees that Vendor and its affiliates use a range of subprocessors to assist with the provision of the G Suite Service. More information about Vendor's subprocessor use can be found at this link: https://gsuite.google.com/intl/en/terms/subprocessors.html.

Notwithstanding anything to the contrary under Section 1.4, in reference to the storage location for data, for certain Vendor G Suite editions, BOCES and/or a District may select data regions for the storage of data. Data regions allow administrators to store covered data in a specific geographic location (the United States or Europe) by using a data region policy. BOCES and/or District are individually responsible for assessing whether Vendor data regions feature complies to applicable requirements. Vendor data regions policy can be found at this link: https://support.google.com/a/answer/7370133?hl=en complies with Licensee applicable laws.

Vendor protects Shared Data, and our agreements address how we do that. Before Vendor discloses confidential information in accordance with a legal process, Vendor will use commercially reasonable efforts to promptly notify you of that disclosure, unless otherwise prohibited by statute or court order. More information about Vendor privacy can be found in the G Suite terms of service.

Licensee may sign a Vendor Data Processing Amendment, which exclusively describes the processing and security of customer data under the applicable customer agreement.
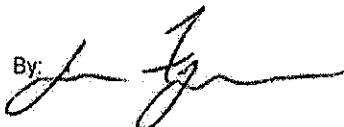
As to data security and privacy training and notwithstanding anything to the contrary in Section 1.7.D, Vendor clarifies that it has training and policies that apply to Vendor employees and vendors. In addition to mandatory training, Vendor privacy policies include Google's Privacy Policy, Google Privacy and Security Principles, Internal Privacy Policies, Information Security Policies, and the Google Code of Conduct. Data privacy and security related to Google subprocessors can be found in the Data Processing Amendment referenced above.

Licensee has the ability to export customer data from Vendor's systems at any time according to the terms of the Data Processing Amendment.
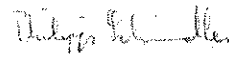
Customer: ERIE 1 BOCES

By: _____

Print Name: James Frenzelette

Title: Executive Director, Admin & Operations

Date: 9/24/19

Vendor: Google LLC

By: _____ 2019.09.30
Philipp Schindler   08:59:30 -07'00'
Authorized Signatory

Print N

Title:

Date:

Google   G   Suite   for   Education   terms   are   located   at   this   link:
https://gsuite.google.com/intl/en/terms/education_terms.html

Google   Data   Processing   Amendment   is   located   at   this   link:
https://gsuite.google.com/terms/dpa_terms.html
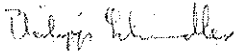
PARENTS BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY

Erie 1 BOCES is committed to protecting the privacy and security of student. teacher, and principal data. In accordance with New York Education Law§ 2-d, the BOCES wishes to inform the 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 the State is available for public review at http://www.p12.nysed.gov/irs/sirs/documentation/NYSEDstudentData.xlsx. or 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 the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, New York 12234. Complaints may also be directed to the Chief Privacy Officer via email at: CPO@mail.nysed.gov.

Google LLC ("Vendor")

Signature	
Title	Philipp Schindler Authori,cd Sig.natOI')
Date	

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Supplemental Information Regarding Third-Party Contractors

In the course of complying with its obligations under the law and providing educational services, Erie 1 BOCES has entered into agreements with certain third-party contractors. Pursuant to such agreements, third-party contractors may have access to "student data" and/or "teacher or principal data," as those terms are defined by law.

Each contract the BOCES enters into with a third party contractor where the third party contractor receives student data or teacher or principal data will include the following information:

(1) the exclusive purposes for which the student data or teacher or principal data will be used;

(2) how the third-party contractor will ensure that the subcontractors, persons or entities that the third party contractor will share the student data or teacher or principal data with, if any, will abide by data protection and security requirements;

(3) when the agreement expires and what happens to the student data or teacher or principal data upon expiration of the agreement;

(4) if and how a parent, student, eligible student, teacher or principal may challenge the accuracy of the student data or teacher or principal data that is collected; and

(5) where the student data or teacher or principal data will be stored (described in such a manner as to protect data security), and the security protections taken to ensure such data will be protected, including whether such data will be encrypted.