



## DATA SECURITY AND PRIVACY PLAN

**WHEREAS**, the Baldwinsville Central School District (hereinafter “School District”) and Lexia Voyager Sopris (hereinafter “Contractor”) entered into an agreement dated July 25, 2023 (hereinafter “Agreement”) for Language!Live (hereinafter “Services”).

**WHEREAS**, pursuant to the requires under 8 NYCRR 121, Contractor maintains the data security and privacy plan described herein in connection with the Services provided to the School District.

1. During the term of the Agreement with the School District, Contractor will implement all state, federal and local data security and privacy requirements, consistent with the School District’s Data Security and Privacy Policy in the following way(s):

Contractor will implement applicable state, federal, and local data security and privacy contract requirements over the life of the Contract and only use PII in accordance with the Contract, and applicable laws pertaining to data privacy and security including Education Law § 2-d.

2. Contractor has in place the following administrative, operational and technical safeguards and practices to protect personally identifiable information that it will receive under the Agreement: Contractor will maintain reasonable security standards appropriate to type of data collected, which will include multiple safeguards to protect against loss, misuse or alteration of information including encryption of data while in motion and at rest, regular software security updates and industry best practices for network and physical security.

3. Contractor shall comply with 8 NYCRR 121 in that it acknowledges that it has reviewed the School District’s Parents Bill of Rights for Data Privacy and Security and will comply with same.

- a. Contractor will use the student data or teacher or principal data only for the exclusive purposes defined in the Agreement.
- b. Contractor will ensure that the subcontractor(s) or other authorized persons or entities to whom Contractor will disclose the student data or teacher and principal data, if any, will abide by all applicable data protection and security requirements as described in the “Supplemental Information” appended to the Agreement.



- c. At the end of the term of the Agreement, Contractor will destroy, and at the direction of the School District return, all student data and all teacher and principal data in accordance with the “Supplemental Information” appended to the Agreement.
- d. Student data and teacher and principal data will be stored in accordance with the “Supplemental Information” appended to the Agreement.
- e. Student data and teacher and principal data in motion and at rest will be protected using an encryption method that meets the standards described in 8 NYCRR 121.

4. Prior to receiving access to student data and/or teacher and principal data, officer(s) and employee(s) of Contractor and any assignees who will have access to student data or teacher or principal data shall receive training on the federal and state laws governing confidentiality of such data. Such training shall be provided:

*Specify date of each training*

Contractor will provide annual training to its officers, employees, or assignees who have access to PII on the federal and state law governing confidentiality of such data.

5. Subcontractors (check one):

Contractor shall not utilize sub-contractors.

Contractor shall utilize sub-contractors. Contractor shall manage the relationships and contracts with such sub-contractors in the following ways in order to ensure personally identifiable information is protected:



6. Contractor has the following procedures, plans or protocols in place to manage data security and privacy incidents that implicate personally identifiable information: *Procedures, plans or protocols must, at a minimum, specify plans to identify breaches and unauthorized disclosures, and to promptly notify the School District.*

Contractor will promptly notify EA of any Breach or unauthorized release of PII in the most expedient way possible and without unreasonable delay but no more than seven calendar days after the discovery of such Breach. Contractor will cooperate with EA and law enforcement to protect the integrity of investigations into the Breach as provided in the DPA.

7. Termination of Agreement.

a. Within 30 days of termination of the Agreement, Contractor shall delete or destroy all student data or teacher or principal data in its possession; AND

b. Within 30 days of termination of the Agreement, Contractor shall Returned all data to the School District using downloads\*; OR Transition all data to a successor contractor designated by the School District in writing using cloud format. \*customer is able to download data/reports at any time

8. In the event of a conflict between the terms of this Data Security and Privacy Plan and the terms of the Agreement, the terms of this Data Security and Privacy Plan shall control. All of the defined terms in the Agreement shall have the same definitions in the Data Security and Privacy Plan, unless otherwise defined herein. Except as expressly set forth in this Data Security and Privacy Plan, the terms and conditions of the Agreement shall remain unmodified and in full force and effect.

**IN WITNESS WHEREOF**, the Contractor hereto has executed this Data Security and Privacy Plan as of 8/10/2023.

CONTRACTOR:

Nick Gaehde

By: 

Title: President



\*Lexia Voyager Sopris Inc.  
 Attn: Order Entry Department  
 17855 Dallas Pkwy, Suite 400  
 Dallas, Texas 75287  
 Phone: (800) 547-6747  
 Fax: (888) 819-7767  
 Email: [CustomerService@voyagersopris.com](mailto:CustomerService@voyagersopris.com)

Quote Number 00140395  
 Created Date 7/25/2023

Quote To Rocco Nalli  
 Phone 315-638-6043  
 Email [rnalli@bville.org](mailto:rnalli@bville.org)

Bill To Name Baldwinsville Central Sch Dist  
 Bill To 29 E Oneida St  
 Baldwinsville, NY 13027  
 US  
 Ship To Name Baldwinsville Central Sch Dist  
 Ship To 29 E Oneida St  
 Baldwinsville, NY 13027  
 US

Sales Executive

Brenda Roberts  
 +1 2146975151  
 brenda.roberts@voyagerlearning.com

Description	Product Code	Quantity	Sales Price	Total Price
LANGUAGE! Live Level 1 and 2 Annual Teacher License (license period 8-1 through 7-31)	322982	2.00	\$109.00	\$218.00
LANGUAGE! Live 2.0 Student Package, Level 1 - with 1 Year License	383208	15.00	\$71.00	\$1,065.00
LANGUAGE! Live 2.0 Student Package, Level 2 - with 1 Year License	383216	15.00	\$71.00	\$1,065.00
	Total Price		\$2,348.00	
	S&H		\$213.00	
	Tax		\$0.00	
	Total Due		\$2,561.00	

Comments

**\*As of January 13, 2022, Voyager Sopris Learning, Inc. (Tax ID # 84-0770709), changed its name to Lexia Voyager Sopris Inc. As such, all business, all contracts, and documentation associated with this quote shall be executed under the Lexia Voyager Sopris Inc. name. (Same Tax ID # 84-0770709).**

\*\*Prices included herein are exclusive of all applicable taxes, including sales tax, VAT or other duties or levies imposed by any federal, state or local authority, which are the responsibility of customer. Any taxes shown are estimates for informational purposes only. Customer will provide documentation in support of tax-exempt status upon request. Pricing is valid for 60 days unless otherwise specified on this quote. Unless otherwise provided herein, Voyager Sopris will invoice the total fees set forth above upon receipt of customer's PO/acceptance. Payment is due net 30 days of invoice.

**All academic school year licenses begin August 1 and end July 31 annually and all Summer subscription licenses begin May 1 and end July 31, regardless of purchase date.**

- Additional Support Services purchased separately from subscription licenses/packages (e.g., webinars or additional onsite and/or virtual training hours) must be used within 12 months from the received date of the PO acceptance of the applicable quote.
- A customer-designated account administrator contact name and email address are required for all subscriptions and service orders.

Order Term



This order quote and the associated confirming purchase order or other customer confirmation of this quote serve as an agreement for this order which becomes effective upon its acceptance by both parties. Unless otherwise agreed by Voyager Sopris and customer in writing, the licenses, products, and/or services purchased pursuant to this quote will begin on or about the start date and continue in effect for the period set forth in this quote. Unless otherwise set forth in this quote or agreed to by Voyager Sopris and customer in writing: all subscription licenses under the order shall have the same start and end dates; all subscription products and services are deemed delivered upon provisioning of license availability; and all subscription licenses and associated services must be used within the subscription or service period specified herein - unused subscription licenses or services are not eligible for refund or credit. On-site training may be fulfilled with a virtual training equivalency, as needed, of up to six instructional hours per day.

#### Order Process

To submit an order, please fax this quote along with the applicable Purchase Order to 888-819-7767, send by email to [customerservice@voyagersopris.com](mailto:customerservice@voyagersopris.com), or send to your sales representative's email address listed above. NOTE: Each Purchase Order must include the correct quote order number as provided on this quote, and should attach this quote.

#### Order Acceptance

All Voyager Sopris subscriptions, products and/or services are offered subject to Voyager Sopris' standard license and terms of use (the "License Terms"), available at: <https://www.voyagersopris.com/terms-conditions>, as supplemented by this quote. By placing an order, customer confirms its acceptance of the License Terms and this quote, which together with any previously awarded proposal and/or any other associated agreement entered into by Voyager Sopris and customer regarding the subscriptions, products and services in this quote, constitute the entire agreement between customer and Voyager Sopris regarding such subscriptions, products, and services (the "Agreement"). Customer and Voyager Sopris agree that the terms and conditions of the Agreement supersede any additional or inconsistent terms or provision in any customer drafted purchase order, or any communications, whether written or oral, between customer and Voyager Sopris relating to the subject matter hereof, which shall be of no effect. In the event of any conflict, the terms of the Agreement shall govern.