

**PARENT BILL OF RIGHTS FOR STUDENT
DATA PRIVACY AND SECURITY
THIRD PARTY CONTRACTOR SUPPLEMENT**

The (*No Tears Learning Inc dba Learning Without Tears*) has been engaged by the City School District of Albany to provide services. In this capacity, the company may collect, process, manage, store or analyze student and/or teacher/principal personally identifiable information (PII).

The (*No Tears Learning Inc dba Learning Without Tears*) will provide the district with (*digital early education products and services, selected and purchased by district for classroom instruction*).

The (*No Tears Learning Inc dba Learning Without Tears*) will ensure that subcontractors or others that the company shares PII with will abide by data protection and security requirements of district policy, and state and federal law and regulations by (*the diligent monitoring of any third-party relationships by Learning Without Tears' internal compliance procedures, and by the extension of data protection obligations to contracts governing said third-party relationships*). The (*No Tears Learning Inc dba Learning Without Tears*) by entering into an Agreement with the School District acknowledges it has reviewed the relevant District policies on safeguarding PII, including but not limited to, Policy 8635 and Regulation 8635.


PII will be stored (inside the territories of the United States, using industry-standard cloud-based technology stack).

Parents may challenge the accuracy of PII held by (*No Tears Learning Inc dba Learning Without Tears*) by contacting (*Rajeev Sreethran, Legal Counsel, 8001 MacArthur Blvd, Cabin John, MD 20818, 301-263-2700, privacy@lwtears.com*).

The (*No Tears Learning Inc dba Learning Without Tears*) will take reasonable measures to ensure the confidentiality of PII by implementing the following (*describe the following, as applicable*):

- Password protections
- Administrative procedures
- Encryption while PII and student-generated content is in motion and at rest
- Firewalls
- Other: _____

The contractor's agreement with the district begins on (2/1/2023) and ends on (2/1/2024). Once the contractor has completed its service to the district, records containing student PII will be (select one: **destroyed** or returned) by (*as soon as commercially possible*) via the following (*permanent deletion of student PII from all databases in our technology stack*).


Terry N. Falon (Feb 9, 2023 16:37 EST)

Authorized Representative
(*insert name of contractor*)

2/9/2023
Date






2.9.23 Third Party Contract Supplement PII-albany

Final Audit Report

2023-02-09

Created:	2023-02-09
By:	Lori Wilson (lori.wilson@hwtears.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAATGPI_jthF1mYdG4i_9vQrsKhnk-9ZUpQ

"2.9.23 Third Party Contract Supplement PII-albany" History

-  Document created by Lori Wilson (lori.wilson@hwtears.com)
2023-02-09 - 7:10:33 PM GMT- IP address: 71.120.25.9
-  Document emailed to Terry Nealon (terry.nealon@lwtears.com) for signature
2023-02-09 - 7:10:52 PM GMT
-  Email viewed by Terry Nealon (terry.nealon@lwtears.com)
2023-02-09 - 9:36:45 PM GMT- IP address: 104.28.79.154
-  Document e-signed by Terry Nealon (terry.nealon@lwtears.com)
Signature Date: 2023-02-09 - 9:37:14 PM GMT - Time Source: server- IP address: 174.192.204.79
-  Agreement completed.
2023-02-09 - 9:37:14 PM GMT