

**DATA PRIVACY RIDER FOR ALL CONTRACTS INVOLVING PROTECTED DATA  
PURSUANT TO EDUCATION LAW §2-C AND §2-D**

Maine-Endwell CSD (District) and 99math OÜ (Vendor) agree as follows:

1. Definitions:

(a) Personally Identifiable Information (PII) means the same as defined by New York Education Law §2-d.

2. Confidentiality of all PII shall be maintained in accordance with State and Federal Law and the District's Data Security and Privacy Policy.

3. The Parties agree that the District's Parents' Bill of Rights for Data Privacy and Security are incorporated as part of this agreement, and Vendor shall comply with its terms.

4. Vendor agrees to comply with Education Law §2-d and its implementing regulations.

5. Vendor agrees that any officers or employees of Vendor, and its assignees who have access to PII, have received or will receive training on federal and State law governing confidentiality of such data prior to receiving access to PII.

6. Vendor shall:

(a) limit internal access to education records to those individuals that are determined to have legitimate educational interests;

(b) not use the education records for any other purposes than those explicitly authorized in its contract. Unauthorized use specifically includes, but is not limited to, selling or disclosing PII for marketing or commercial purposes, as those terms are defined under the implementing regulations, or permitting, facilitating, or disclosing such information to a third party for marketing or commercial purposes, as those terms are defined under the implementing regulations;

(c) except for authorized representatives of the third party contractor to the extent necessary to carry out the contract, not disclose any personally identifiable information to any other party:

(i) without the prior written consent of the parent or eligible student; or

(ii) unless required by statute or court order and the party provides notice of the disclosure to the department, Board of Education, or institution that provided the information no later than the time the information is disclosed, unless providing notice of the disclosure is expressly prohibited by the statute or court order;

(d) maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of PII in its custody;

(e) 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 United States Department of Health and Human Services in guidance issued under Section 13402(H)(2) of Public Law §111-5;

(f) adopt technology, safeguards and practices that align with NIST Cybersecurity Framework;

(g) impose all the terms of this rider in writing where the Vendor engages a subcontractor or other party to perform any of its contractual obligations which provides access to PII; and

(h) work with the District to create the supplement to the Parents' Bill of Rights for Data Privacy and Security that meets the requirements of Education Law §2-d and its implementing regulations and which shall be incorporated as part of this agreement and posted on the District's website.

7. In the event of any conflict between the terms of this Data Privacy Rider and the agreement, the terms of this Data Privacy Rider shall control.

### **Agreement and Signature**

By signing below, you agree to the Terms and Conditions in this Rider:

Company Name: 99math OÜ

Product Name: 99math

Printed Name: Martin Kusmin

Signature 

Date: 09/27/2023

**MAINE-ENDWELL CENTRAL SCHOOL DISTRICT  
PARENTS' BILL OF RIGHTS FOR STUDENT  
DATA PRIVACY AND SECURITY**

The Maine-Endwell Central School District, in recognition of the risk of identity theft and unwarranted invasion of privacy, affirms its commitment to safeguarding student personally identifiable information (PII) in educational records from unauthorized access or disclosure in accordance with State and Federal law. The Maine-Endwell Central School District establishes the following parental bill of rights:

- Student PII will be collected and disclosed only as necessary to achieve educational purposes in accordance with State and Federal Law.
- A student's personally identifiable information cannot be sold or released for any marketing or commercial purposes by the district or any a third party contractor. The district will not sell student personally identifiable information and will not release it for marketing or commercial purposes, other than directory information released by the district in accordance with district policy;
- Parents have the right to inspect and review the complete contents of their child's education record (for more information about how to exercise this right, see 5500-R);
- State and federal laws, such as NYS Education Law §2-d and the Family Educational Rights and Privacy Act, protect the confidentiality of students' personally identifiable information. 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;
- A complete list of all student data elements collected by the State Education Department is available for public review at <http://nysed.gov.data-privacy-security> or by writing to: Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, NY 12234
- Parents have the right to have complaints about possible breaches and unauthorized disclosures of student data addressed. Complaints should be directed to:

Jason R. Van Fossen  
Superintendent of Schools  
712 Farm-to-Market Road  
Endwell, NY 13760  
607.754.1400 x2311

Complaints can also be directed to the New York State Education Department online at <http://nysed.gov.data-privacy-security>, by mail to the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, NY 12234 or by email to [privacy@mail.nysed.gov](mailto:privacy@mail.nysed.gov) or by telephone at 518-474-0937.

- Parents have the right to be notified in accordance to applicable laws and regulations if a breach or unauthorized release of their student's PII occurs.

- Parents can expect that educational agency workers who handle PII will receive annual training on applicable federal and state laws, regulations, educational agency’s policies and safeguards which will be in alignment with industry standards and best practices to protect PII
- In the event that the District engages a third party provider to deliver student educational services, the contractor or subcontractors will be obligated to adhere to State and Federal Laws to safeguard student PII. Parents can request information about third party contractors by contacting:

Jason R. Van Fossen  
Superintendent of Schools  
712 Farm-to-Market Road  
Endwell, NY 13760  
607.754.1400 x2311

This information can also be accessed on the district’s website at <http://www.me.stier.org>

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### Agreement and Signature

By signing below, you agree to comply with the terms of Maine-Endwell Central School District Parents’ Bill of Rights for Data Privacy and Security (applicable to Third-Party Contractors subject to New York Education Law § 2-d only)

Company Name: 99math OÜ

Product Name: 99math

Printed Name: Martin Kusmin

Signature 

Date: 09/27/2023

**Supplemental Information Details – This section to be completed by the Vendor**

SUPPLEMENTAL INFORMATION ELEMENT	SUPPLEMENTAL INFORMATION
Please list the exclusive purpose(s) for which the student data or teacher or principal data will be used by the third-party contractor, as defined in the contract (or list the section(s) in the contract where this information can be found)	Access to 99math.com - a web-based interactive math game. PII used as far as it is necessary to create personal accounts for students through which 99math.com can be used. PII also used whenever necessary for the upkeep, technical resilience, safety, security and development of 99math.com in a way usual and common for an online digital service.
Please list how the contractor will ensure that any other entities with which it shares the protected data, if any, will comply with the data protection and security provisions of law, regulation and this contract (or list the section(s) in the contract where this information can be found)	Contractor will not utilize subcontractors without ensuring that the subcontractors adhere to, at a minimum, materially similar data protection obligations imposed on the contractor by state and federal laws and regulations and this contract
Please list when the agreement expires and what happens to the protected data when the agreement expires (or list the section(s) in the contract where this information can be found)	No transferable data currently collected. 99math only collects metadata and permanent identifiers which are deleted after end of contract.
Please list how a parent, student, or eligible student may challenge the accuracy of the protected data that is collected; if they can challenge the accuracy of the data, describe how (or list the section(s) in the contract where this information can be found)	Parents, teachers, students or principals who seek to challenge the accuracy of PII will do so by contacting the education agency. Contractor agrees to facilitate corrections within 21 days of receiving the education agency's written request.
Please list where the protected data will be stored (described in a way that protects data security), and the security protections taken to ensure such data will be protected and data security and privacy risks mitigated (or list the section(s) in the contract where this information can be found)	Data will be stored using a cloud or infrastructure owned and hosted by a third party. 99math uses all contemporary and common technical means in addition to legal safeguards.
Please list how the data will be protected using encryption (or list the section(s) in the contract where this information can be found)	Data will be encrypted while in motion and at rest in accordance with NY laws and regulations

**Agreement and Signature**

By signing below, you agree the information provided in this document by the Third-Party Contractor is accurate.

Company Name: 99math OÜ

Product Name: 99math

Printed Name: Martin Kusmin

Signature 

Date: 09/27/2023

