SCHEDULE E

EDUCATION LAW 2-d RIDER

New York State Education Law 2-d was enacted in 2014 to address concerns relative to securing certain personally identifiable information. In order to comply with the requirements of Education Law 2-d, educational agencies and certain third-party contractors who contract with educational agencies must take certain additional steps to secure such data. These steps include enacting and complying with a Parents' "Bill of Rights" relative to protected data, ensuring that each third-party contractor has a detailed data privacy plan in place to ensure the security of such data, and that each third-party contractor sign a copy of the educational agency's Parents' Bill of Rights, thereby signifying that the third-party contractor will comply with such Parents' Bill of Rights. This Agreement is subject to the requirements of Education Law 2-d and Educational Vistas, Inc. (the "Contractor") is a covered third-party contractor.

In order to comply with the mandates of Education Law 2-d, and notwithstanding any provision of the Agreement between the Board of Cooperative Educational Services, First Supervisory District of Suffolk County ("ESBOCES") and Contractor, including any Agreement to Terms attached thereto, to the contrary, Contractor agrees as follows:

Contractor will treat "Protected Data" (as defined below) as confidential and shall protect the nature of the Protected Data by using the same degree of care, but not less than a reasonable degree of care, as the Contractor uses to protect its own confidential data, so as to prevent the unauthorized dissemination or publication of Protected Data to third parties. Contractor shall not disclose Protected Data other than to those of its employees or agents who have a need to know such Protected Data under this Agreement. Contractor shall not use Protected Data for any other purposes than those explicitly provided for in this Agreement. All Protected Data shall remain the property of the disclosing party. As more fully discussed below, Contractor shall have in place sufficient internal controls to ensure that ESBOCES' and/or participating school districts' Protected Data is safeguarded in accordance with all applicable laws and regulations, including, but not limited to, the Children's Internet Protection Act ("CIPA"), the Family Educational Rights and Privacy Act ("FERPA"), and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and Part 121 of the Regulations of the Commissioner of Education, as it may be amended from time-to-time if applicable.

"**Protected Data**" includes any information rendered confidential by State or federal law, including, but not limited to student data, student demographics, scheduling, attendance, grades, health and discipline tracking, and all other data reasonably considered to be sensitive or confidential data by ESBOCES and/or participating school districts. Protected Data also includes any information protected under Education Law 2-d including, but not limited to:

> "Personally identifiable information" from student records of ESBOCES and/or participating school districts as that term is defined in § 99.3 of FERPA,
>
> -AND-
>
> Personally identifiable information from the records of ESBOCES and/or participating school districts relating to the annual professional performance reviews of classroom teachers or principals that is confidential and not subject to release under the provisions of Education Law §§3012-c and 3012-d.

Contractor and/or any subcontractor, affiliate, or entity that may receive, collect, store, record or display any Protected Data shall comply with New York State Education Law § 2-d. As applicable, Contractor agrees to comply with ESBOCES' policy(ies) on data security and privacy. Contractor shall promptly reimburse ESBOCES and/or participating school districts for the full cost of notifying a parent, eligible student, teacher, or principal of an unauthorized release of Protected Data by Contractor, its subcontractors, and/or assignees. In the event this Agreement expires, is not renewed or is terminated, Contractor shall return all of ESBOCES' and/or participating school districts' data unless otherwise provided, including any and all Protected Data, in its possession by secure transmission.

Data Security and Privacy Plan

Contractor and/or any subcontractor, affiliate, or entity that may receive, collect, store, record or display any of ESBOCES' and/or participating school districts' Protected Data, shall maintain a Data Security and Privacy Plan which includes the following elements:

1. Specifies the administrative, operational and technical safeguards and practices in place to protect personally identifiable information that Contractor will receive under the contract;

2. Demonstrates Contractor's compliance with the requirements of Section 121.3 of Part 121;

3. Specifies how officers or employees of the Contractor and its assignees who have access to student data, or teacher or principal data receive or will receive training on the federal and state laws governing confidentiality of such data prior to receiving access;

4. Specifies how Contractor will utilize sub-contractors and how it will manage those relationships and contracts to ensure personally identifiable information is protected;

5. Specifies how Contractor will manage data security and privacy incidents that implicate personally identifiable information including specifying any plans to identify breaches and unauthorized disclosures, and to promptly notify the educational agency;

6. Specifies whether Protected Data will be returned to ESBOCES and/or participating school districts, transitioned to a successor contractor, at ESBOCES' and/or participating school districts' option and direction, deleted or destroyed by the Contractor when the contract and/or the Agreement to Terms is terminated or expires.

Pursuant to the Plan Contractor will:

1. Have adopted technologies, safeguards and practices that align with the NIST Cybersecurity Framework referred to in Part 121.5(a);

2. Comply with the data security and privacy policy of ESBOCES; Education Law § 2-d; and Part 121;

3. Have limited internal access to personally identifiable information to only those employees or sub-contractors that need access to provide the contracted services;

4. Have prohibited the use of personally identifiable information for any purpose not explicitly authorized in this contract;

5. Have prohibited the disclosure of personally identifiable information to any other party without the prior written consent of the parent or eligible student:

    a. except for authorized representatives such as a subcontractor or assignee to the extent they are carrying out the contract and in compliance with state and federal law, regulations and its contract with the educational agency; or

    b. unless required by statute or court order and Contractor has provided a notice of disclosure to the department, district board of education, or institution that provided the information no later than the time the information is disclosed, unless providing notice of disclosure is expressly prohibited by the statute or court order.

6. Maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of personally identifiable information in our custody;

7. Use encryption to protect personally identifiable information in its custody while in motion or at rest; and

8. Not sell personally identifiable information nor use or disclose it for any marketing or commercial purpose or facilitate its use or disclosure by any other party for any marketing or commercial purpose or permit another party to do so.

In the event Contractor engages a subcontractor to perform its contractual obligations, the data protection obligations imposed on the third-party contractor by state and federal law and contract shall apply to the subcontractor.

Where a parent or eligible student requests a service or product from a third-party contractor and provides express consent to the use or disclosure of personally identifiable information by the third-party contractor for purposes of providing the requested product or service, such use by the third-party contractor shall not be deemed a marketing or commercial purpose prohibited by the Plan.

Contractor's signature below shall also constitute an acknowledgement, acceptance, and signature of ESBOCES' or participating school district's Parents' Bill of Rights.

EDUCATIONAL VISTAS, INC.

BY: _____ **DATED:** April 21st, 2021

DATA PRIVACY AND SECURITY PLAN

CONTRACTOR'S DATA PRIVACY AND SECURITY PLAN IS ATTACHED HERETO AND INCORPORATED HEREIN.

INCREASING EFFICIENCY.
REDUCING COSTS.
Educational Vistas, Inc.

Educational Vistas, Inc.
2200 Maxon Rd. Ext.
Schenectady, NY 12308
(518) 344-7022

Data Privacy and Security Statement

Parent Bill of Rights for Data Privacy and Security

Educational Vistas, Inc. complies with and exceeds all expectations of Section 2-c and 2-d of the Education Law.

Physical Safeguards

Educational Vistas' programs and data are housed at TurnKey in Latham which is a secure data Center. TurnKey is a 24/7 monitored facility that restricts physical access to the servers. The servers are also appliance and firewall protected from outside access. There are only 3 of our technicians allowed into the data center and the data center is required to call our offices before granting anyone access to the servers. The center requires physical sign-in to the facility as well. Data is housed on multiple redundant load-balanced servers within the facility. Backed up data is encrypted and has to be restored to the data center before it can be used.

Encryption in Motion

The data center uses SHA-256 bit encryption along with *https://* to encrypt the data to and from the end points.

Encryption at Rest

Data at rest refers to data that is not moving, data on a drive, or backed up data. For example, this may be a file from a customer. Our internal policies restrict us from putting any client data on a laptop, or USB, or personal devices. Client data can only be accessed through the secure server. Any backed up data is encrypted and cannot be accessed without being restored to the data center.

Staff Training related to the Law(s)

Staff is instructed and trained to not store, remove, or share any customer data. We only use the customer's information in training the customer at the customer's site. Staff is trained on HIPAA Privacy, Security Rules, GLBA, which talks about safeguard procedures against fraud or identity theft and instruction about computer security, and FISMA (Federal Information and Security). We also comply with FERPA, which includes hiring contractors to minimize security risks. Every employee and contractor is required to sign a confidentiality agreement as part of their employment package.

Breach Plan and Notification Process

Our IT security company WLS monitors the servers for Security related Breaches. We require immediate Notification of any security breach so we can in turn immediately notify our clients that a breach has occurred, and what was breached. We have, to this date not had any security breach.

Process and Policy to restrict data access to only those with educational interest

The login and security policies within the program restrict access to the data to individuals that need access to the data. The district will specify to us who is allowed to access the information in the programs. The district also has the ability to change the level of access individuals have within the programs. Normal access is program dependent, e.g. teachers see own students, principals their building, etc. Educational Vistas can also use secure LDAP to allow the district's active directory server to provide an additional restriction on top of the security the programs provide.

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Data Disclosure (Statement of Use)

Educational Vistas does not use client data. Client data is the property of the client. We do not share client information or client data with anyone. In our services to client district we use client data within the programs for many reasons. Examples would be: To show a teacher which students missed specific standards, print student answer sheets for assessments, build Teacher SLOs, spin assessment data by student for use for teacher driven professional learning, use disaggregated data to set target scores for the district, for the districts to do state reporting like the Civil rights reports, VADIRS, DASA, Discipline Reporting, parent communication templates or to assist setting initial RTI goals based on assessment scores.

Data return or destruction upon end of contract or contract termination

Educational Vistas will remove all customer data from our servers after receiving a written request from the customer to do so. We will also allow the customer to download extracts of the data before we remove it.

Security protocols related to any subcontractors

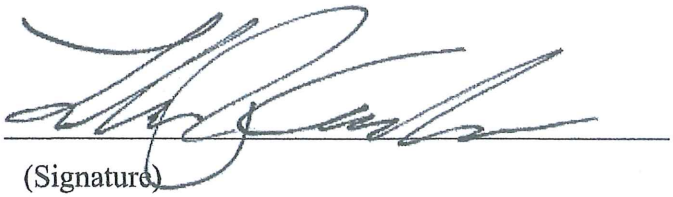
Subcontractors are required to adhere to the same level of security as our internal staff. We require contractors to sign documents stating they will safeguard the data and not use or share any of the districts data.

Ability to Challenge Data Accuracy

Much of the data we house comes from outside systems such as the district's Student Information System (SIS). We do have the ability to validate data on import to our system(s) and send email notifications to someone at the district that data may be missing that could cause inaccurate reporting to occur. Our Data Sync tool does this automatically if the district wants it. In the StaffTrac APPR system, where evidence can be entered by multiple users, the district can turn on the ability for the data to be user-, time-, and date-stamped. In the SafeSchoolsNY program, the system tracks who reported and who recorded each incident. The district also has the ability to change their own information in order to correct anything that is not accurate. We make it our priority to ensure data accuracy within the programs.

LUKAS J. CROWDER - CFO

(Authorized Representative)



(Signature)

EASTERN SUFFOLK BOCES
PARENTS' BILL OF RIGHTS
FOR DATA SECURITY AND PRIVACY

Eastern Suffolk BOCES is committed to protecting the privacy and security of student, teacher, and principal data. In accordance with New York Education Law § 2-d, parents, legal guardians and persons in parental relation to a student are entitled to certain rights with regard to their child's personally identifiable information. The Agency wishes to inform the school community of the following rights:

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 maintained by Eastern Suffolk BOCES.

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.

Parents have the right to have complaints about possible breaches of student data addressed. Complaints should be directed to:

Claudy Damus-Makelele
Associate Superintendent for Educational Services
Eastern Suffolk BOCES
201 Sunrise Highway
Patchogue, NY 11772
cdamus@esboces.org

Or in writing to:

Chief Privacy Officer
New York State Education Department
89 Washington Avenue
Albany, New York 12234.
CPO@mail.nysed.gov

Supplemental Information Regarding Third-Party Contractors:

In the course of complying with its obligations under the law and providing educational services, Eastern Suffolk 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." Each contract the Agency enters into with a third party contractor where the third party contractor receives student data or teacher or principal data will include information addressing the following:

1. The exclusive purposes for which the student data or teacher or principal data will be used;

   The contractor provides assessment tools which require the student information in order attribute the assessments to specific students. Without which, the products are not useful.

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;

   EVI will not share any protected data with any other entities.

3. When the agreement expires and what happens to the student data or teacher or principal data upon expiration of the agreement;

   All data will be housed, secured, and maintained until such a time as the licensor requests it's removal from our servers in writing.

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

   All directives for the changing of data will come from the licensor's administrator(s) and not from Parents/Students directly. If contacted directly, EVI will refer all Parents/students to the administrator of the district.

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.

   Our servers are housed at Turnkey Internet -Data center & cloud Hosting Solutions, 175 Old Loudon Rd, Latham, NY 12110. This facility has 24/7 physical safeguards in place, along with redundancy measures and load balancing and utilizes SHA-256 Encryption.

Third Party Contractors are required to:

1. Provide training on federal and state law governing confidentiality to any officers, employees, or assignees who have access to student data or teacher or principal data;
2. Limit internal access to education records to those individuals who have a legitimate educational interest in such records.
3. Not use educational records for any other purpose than those explicitly authorized in the contract;
4. Not disclose 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 third-party contractor provides a notice of the disclosure to the New York State Education 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;
5. Maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of personally identifiable student information in its custody;
6. Use encryption technology to protect data while in motion or in its custody from unauthorized disclosure as specified in Education Law §2-d;
7. Notify Eastern Suffolk BOCES of any breach of security resulting in an unauthorized release of student data or teacher or principal data, in the most expedient way possible and without unreasonable delay;
8. Provide a data security and privacy plan outlining how all state, federal and local data security and privacy contract requirements will be implemented over the life of the contract;
9. Provide a signed copy of this Bill of Rights to Eastern Suffolk BOCES thereby acknowledging that they are aware of and agree to abide by this Bill of Rights.

This Bill of Rights is subject to change based on regulations of the Commissioner of Education and the New York State Education Department's Chief Privacy Officer, as well as emerging guidance documents.

A copy of this ESBOCES Parents' Bill of Rights must be made a part of Contractor's Data Security and Privacy Plan.