

AGREEMENT¹
Regarding
Data Privacy and Security
In Accordance with Section 2-d of the New York Education Law

This Agreement entered into by between **Clever Prototypes, LLC (DBA Storyboard That)**, with its principal place of business located at 75 Second Ave Suite 140, Needham, MA 02494 ("Contractor"), and **Dutchess Board of Cooperative Educational Services**, with its principal place of business located at 5 BOCES Road, Poughkeepsie, NY 12601 ("Dutchess BOCES"). Upon being executed by Contractor's and Dutchess BOCES's authorized representatives, this Agreement shall be deemed to be in full force and effect.

WHEREAS, DUTCHESS BOCES is an educational agency within the meaning of New York State Education Law, Section 2-d ("Section 2-d"), and Contractor is a third party contractor within the meaning of Section 2-d; and

WHEREAS, Contractor and its authorized officers, employees, students and agents shall have access to "student personally identifiable information (PII)," "student data" and/or "teacher or principal data" regulated by Section 2-d; and

WHEREAS, the provisions of this Agreement are intended to comply with Section 2-d in all respects. To the extent that any term of the Agreement conflicts with a Contractor general term or data security policy, the terms of this Agreement shall apply and be given effect.

NOW, THEREFORE, it is mutually agreed, as follows:

1. Confidential Information

1.1 Contractor agrees that in performing its services with the DUTCHESS BOCES, Contractor may have access to confidential information in the possession of DUTCHESS BOCES, including student, teacher or principal personally identifiable information ("PII"). For the purposes of this Agreement, it is agreed that the definition of Confidential Information

¹ To be used for Contractor/Vender services with a purchase order or other means of agreement that fall under the definition of (1) a contract or other written agreement and (2) a third-party contractor under Education Law 2-d.

A *contract or other written agreement* means a binding agreement between an educational agency and a third-party, which shall include but not be limited to an agreement created in electronic form and signed with an electronic or digital signature or a click wrap agreement that is used with software licenses, downloaded and/or online applications and transactions for educational technologies and other technologies in which a user must agree to terms and conditions prior to using the product or service. See, Part 121.1 (d).

A *third-party contractor* is defined as any person or entity, other than an educational agency, that receives student data or teacher or principal data from an educational agency pursuant to a contract or written agreement for purposes of providing services to such educational agency, including but not limited to data management or storage services, conducting studies for or on behalf of such educational agency, or audit or evaluation of publicly funded programs. Such term shall include an educational partnership organization that receives student and/or teacher or principal data from a school district to carry out its responsibilities pursuant to Education Lw 211-e and is not an educational agency, and a not-for-profit corporation or other nonprofit organization, other than an educational agency. See, Part 121.1(s).

includes all documentary, electronic or oral information made known to Contractor or developed or maintained by Contractor through any activity related to its services. This Confidential information includes student, teacher and/or principal data (as the terms are defined under Section 2-d.

1.2 Contractor agrees to comply with Section 2-d, and the corresponding regulations promulgated by the Commissioner of Education of New York (“Commissioner”) thereunder, and relevant DUTCHESS BOCES policies. In addition, Contractor agrees to comply with any changes in Section 2-d, the Commissioner’s regulations and relevant DUTCHESS BOCES policy that may be amended or modified during the term of the Agreement.

1.3 Upon expiration of the services, without a successor agreement in place, Contractor shall assist DUTCHESS BOCES in exporting all student, teacher and/or principal data previously received by Contractor from, or developed on behalf of, DUTCHESS BOCES, and Contractor shall, at the request of DUTCHESS BOCES, either securely delete any student, teacher and/or principal data remaining in Contractor's possession or return the student, teacher and/or principal data to DUTCHESS BOCES. If student, teacher and/or principal data is to be maintained by Contractor for any lawful purpose, such data shall remain in an encrypted format and shall be stored on systems maintained by Contractor in a secure data facility located within the United States.

1.4 The parties further agree that the terms and conditions set forth in this Confidential Information section and all of its subparts shall survive the expiration and/or termination of the Agreement.

2. Challenges to Data

In the event that a student's parent or an eligible student wishes to challenge the accuracy of student data (pertaining to the particular student) that may include records maintained, stored, transmitted, and/or generated by Contractor pursuant to the Agreement, the challenge will be processed in accordance with the procedures of DUTCHESS BOCES.

A teacher or principal who wishes to challenge the accuracy of data pertaining to the teacher or principal personally, which is disclosed to Contractor pursuant to the Agreement, shall do so in accordance with the procedures for challenging APPR data, as established by DUTCHESS BOCES.

3. Training

Contractor represents and warrants that any of its officers, employees, and/or assignees who will have access to student, teacher and/or principal data pursuant to the service will receive training on the federal and state laws governing confidentiality of such student, teacher and/or principal data, prior to obtaining initial or any further access to such data.

4. Use/Disclosure of Data

4.1 Contractor shall not sell or use for any commercial purpose student, teacher and/or principal data that is received by Contractor pursuant to the services provided or developed by Contractor to fulfill its responsibilities pursuant to the services to be provided.

4.2 Contractor shall use the student, teacher and/or principal data, records, or information solely for the exclusive purpose of and limited to that necessary for the Contractor to perform the duties and services required. Such services include, but are not limited to Storyboard That Education Edition. Contractor shall not collect or use educational records of DUTCHESS BOCES or any student, teacher and/or principal data of DUTCHESS BOCES for any purpose other than as explicitly authorized in this Agreement.

4.3 Contractor shall ensure, to the extent that it receives student, teacher and/or principal data pursuant to the Agreement, that it will not share Confidential Information with any additional parties, including an authorized subcontractor or non-employee agent, without prior written consent of DUTCHESS BOCES.

5. Contractor's Additional Obligations under Section 2-d and this Agreement

Contractor acknowledges that, with respect to any student, teacher and/or principal data received through its relationship with DUTCHESS BOCES pursuant to this Agreement it is obliged to maintain a Data Security & Privacy Plan, and fulfill the following obligations:

- execute, comply with and incorporate as Exhibit "A" to this Addendum, as required Section 2-d, the Parents' Bill of Rights for Data Privacy and Security developed by DUTCHESS BOCES;
- store all data transferred to Contractor pursuant to the Agreement by DUTCHESS BOCES, in an electronic format on systems maintained by Contractor in a secure data facility located within the United States or hard copies under lock and key;
- limit internal access to student, teacher and/or principal data to Contractor's officers, employees and agents who are determined to need such access to such records or data to perform the services;
- not disclose student, teacher and/or principal data to any other party who is not an authorized representative of Contractor using the information to carry out Contractor's obligations, unless: (I) the other party has the prior written consent of the applicable student's parent or of the eligible student; or (II) the other party has the prior written consent of the applicable teacher or principal; or (III) the disclosure is required by statute or court order, and notice of the disclosure is provided to DUTCHESS BOCES no later than five business days before such information is required or disclosed (unless such notice is expressly prohibited by the statute or court order);
- use reasonable administrative, technical and physical safeguards that align with the NIST Cybersecurity Framework and are otherwise consistent with industry standards and best practices, including but not limited to encryption, firewalls and password protection as specified by the Secretary of the United States Department of HHS in any guidance issued under P.L. 111-5, Section 13402(H)(2), to protect the security, confidentiality and

integrity of student and/or staff data of DUTCHESS BOCES while in motion or in custody of Contractor from unauthorized disclosure;

- not mine Confidential Information for any purposes other than those agreed to in writing by the Parties. Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited; notify DUTCHESS BOCES, in the most expedient way possible and without unreasonable delay, of any breach of security resulting in an unauthorized release of any PII. In addition, Contractor shall take immediate steps to limit and mitigate the damage of such security breach or unauthorized release to the greatest extent practicable, and promptly reimburse DUTCHESS BOCES for the full cost of any notifications DUTCHESS BOCES makes as a result of the security breach or unauthorized release. Contractor further acknowledges and understands that Contractor may be subject to civil and criminal penalties in accordance with Section 2-d for violations of Section 2-d and/or this Agreement.
- understand that any breach of the privacy or confidentiality obligations set forth in this Addendum may, at the sole discretion of DUTCHESS BOCES, result in DUTCHESS BOCES immediately terminating this Agreement; and
- familiarize its applicable officers, employees and agents with this Agreement and with the "Parents' Bill of Rights for Data Privacy and Security."

The Contractor acknowledges that failure to fulfill these obligations shall be a breach of the Agreement.

6. Except as specifically amended herein, all of the terms contained in the Agreement are hereby ratified and confirmed in all respects, and shall continue to apply with full force and effect.

IN WITNESS WHEREOF, Contractor and DUTCHESS BOCES execute this 2-d Agreement as follows:

Contractor Name:

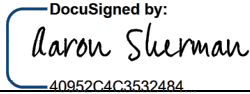
DUTCHESS BOCES

By: Aaron Sherman

By: MARK STEIN

Title: CEO

Title: Coordinator of Technology

Signature:  _____
40952C4C3532484

Signature:  _____

Date: 8/31/2021

Date: 12/22/21

Parents' Bill of Rights for Data Privacy and Security

Dutchess BOCES hereby sets forth the following Parents' Bill of Rights for Data Privacy and Security. This information will be updated as additional regulatory guidance becomes available from the State Education Department.

1. A student's personally identifiable information cannot be sold or released for any commercial purposes. Parents have the right to inspect and review the complete contents of their child's education record. This right of inspection of records is consistent with the federal Family Educational Rights and Privacy Act (FERPA). Under the more recently adopted regulations (Education Law §2-d), the rights of inspection are extended to include data, meaning parents have the right to inspect or receive copies of any data in their child's educational record;
2. 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 are stored or transferred;
3. 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>;
4. Parents have the right to have complaints about possible breaches of student data addressed. You may contact the District Superintendent Dr. Richard Hooley with any such complaints by mailing him at 5 BOCES Road, Poughkeepsie NY 12601.

Student Privacy and Storyboard That

 storyboardthat.com/about/privacy-for-schools

This is an addendum to our [Terms of Use](#) and [Privacy Policy](#) that only apply for our educational edition. [Learn about our educational edition.](#)

We are constantly looking to improve our policies. Please contact us at Contact-Us@StoryboardThat.com if you feel we need further clarification, or are missing something.

Although no system is 100% perfect, we have designed our system and taken reasonable precautions and then some to follow these policies to address concerns of **FERPA**, **CCPA**, **GDPR**, and **COPPA**. We have also signed the [Student Privacy Pledge](#).

Our Business Model

Our business model in the education space is to provide an amazing product leveraging the power of digital storytelling to positively improve Critical Thinking, Communication, Collaboration, and Creativity. We sell this product directly to teachers and schools, and all of our marketing efforts are centered on this objective.

We do not market to kids and students, since they are not a target purchaser and as a result we have no need to collect, mine, or advertise to them. We do not show any advertisements within the educational version to students.

In order to provide recommended resources we may look at data a teacher has generated to recommend activities/content to the teacher. An example would be if we detect a teacher is teaching Romeo and Juliet, we might recommend other activities for Shakespeare. This is only internal to Storyboard That, and not based on any student data, and designed specifically for the teachers.

There are some small advertisements on the site to order school-related supplies off of Amazon, Teachers Pay Teachers, or similar websites, but these are targeted towards Adults.

We can be Contacted at

Email at Contact-Us@StoryboardThat.com

Phone at +1-617-607-4259

Mailing Address:

Storyboard That
PO Box 920504
Needham, MA 02492

Personally Identifiable Information (PII)

We want to know as little as possible about our student users as we can to protect their privacy. We do not ask for email addresses when signing up in the educational version, nor is there a place to add it later. In general, it is our policy not to collect, maintain, use, or share PII beyond that needed for educational purposes, or as authorized by a parent, guardian, or student 13 years of age or older. We do not sell PII. We also do not use PII for the purpose of behavioral targeting of advertisements to students, nor for the building of personal profiles of students except as authorized by a parent, guardian, or student 13 years of age or older.

Subject to the foregoing, we collect limited personal information and other personal identifiers, as explained in the “What Information Do We Collect” section of our [Privacy Policy](#). As further explained in our Privacy Policy, such categories of personal information include IP addresses of users, metadata collected through the use of cookies, usernames and passwords of student users, names of student users, and content generated by students through their use of the service.

As also explained in the [Privacy Policy](#) we receive and utilize hashed information regarding email addresses.

How is Personally Identifiable Information (PII) Used

Use of PII is subject to our [Privacy Policy](#) and to the provisions explained below.

User Names

User names and display names (friendly human readable name) are shown internally within your educational account and appear in URLs for user created content. If a student has PII in their user name, either an account admin or a member of the Storyboard That staff can delete their account, or change the user name.

Storyboards, User Generated Content and Privacy

Due to the nature of Storyboard That, students every day create absolutely amazing original and creative content. By default all storyboards created under an educational account are **private**.

- The image files are stored encrypted and need a token to access them that expires after a short time period
- The URL to a storyboard will only be visible to a school teacher/admin and the student

At the sole discretion of the account administrator this security can be removed allowing the storyboard to be shared which will expose the user name and display name of a user to the internet. There is a reminder that this should only be done after verifying with your own policies and the security requirements of your students / school.

Other notes:

- It is a violation of our policies to include photos of anyone under the age of 13 (and there is a warning when uploading)
- It is a violation of our policies to provide personal information like name or address (and there is a warning when saving)

Rostering / Class Information

If the information is available, Storyboard That uses the relationship between teachers, students and classes to organize student and teacher dashboards. This allows the website to give only a subset of students in an account access to an assignment.

Data Policies

Disclosure, review, transfer, and ownership of PII is subject to our [Privacy Policy](#) and to the provisions explained below.

Downloading Storyboards

One of the best part of Storyboard That is making storyboards, and students and teachers alike have a desire to download their creations. When viewing a storyboard, a storyboard can be printed out or downloaded in a variety of digital formats. Please see our [Storyboard Copyright and FAQ page](#) for an understanding of the extensive uses we permit. *Once downloaded we have no ability to control or monitor what is in the storyboard, or how it is shared.*

Disclosing Data

Since we collect minimal PII, we have no way to contact users outside of the admin. We will happily work with a school admin to provide any and all data that is relative to their account. We will also provide any data to any valid legal, regulatory, or judicial request.

Per our [Terms of Use](#) and [Privacy Policy](#) we do use 3rd party tools like Google Analytics to aggregate site usage and performance. We are not in the business, nor do we want to be of selling student data in any way.

We will respond to the best of our abilities to basic customer service inquiries initiated by a student/parent, but we strongly prefer to work directly with the school. Basic inquiries are typically limited to “how do I do X in the storyboard creator?” Requests for more detailed information must come through the school directly.

Reviewing Personal Data

Students can review all of their work and PII from their student dashboard while logged in. If a parent / legal guardian would like to discuss anything about an account we will need the account admin to make an introduction to verify the authenticity of the request. After we know the authenticity we are happy to work to address any issues.

Transferring Data

If a student wishes to transfer their data to a personal account the process is as follows:

1. A parent/guardian must [purchase a premium account](#)
2. The school admin must notify Contact-Us@StoryboardThat.com of the user name of both the student and the new user name purchased AND
3. The school admin must tell Storyboard That to either: move data from one account to another, or to copy the data so it still also exists in the school account
Once the accounts are linked the parent/guardian may request additional transfers of data

A student may also download their data – see ([download section](#))

Data Ownership

We know some schools require the ownership of their data per their policies. If you require this please write in and we will mark your data as owned by you

Deleting Your Data

At any time, any school administrator can delete students and their storyboards off of our systems. We can also delete all of your data upon explicit request. After 4 years (or less at our discretion) of inactivity we will delete student data. If a parent would like their child's data

deleted, that request must come through the school to verify authenticity of the request. Due to the interactive and user generated content nature of Storyboard That, user data needs to be retained for the duration of a user wanting their content.

By Default all educational accounts are set to automatically delete student data 30 days after the account has expired. This can be changed for paying users in their dashboard, or by contacting support. Every step of the deletion process sends written confirmation

Per notes elsewhere on this document the data is used for educational purposes, improving the product, and supporting customer support needs. **We do not use student data for advertising or marketing**

Backup Exception

Storyboard That is a very complicated program and uses a number of industry standard backup policies as well as maintaining error and audit logs. After deleting your data there may be historical remnants in backups that due to their snapshot nature cannot be scrubbed. The majority of these systems are automatically deleted on a regular basis, and the remainder are manually deleted on a regular basis as part of our ongoing site maintenance policies.

Data Breach

In the event of a data breach, we will notify school admins within a reasonable time period after we fully understand the impact and can effectively communicate the situation. Since we do not have contact information for students it will be up to the school/admin to notify parents.

Our Promises

- We do not create profiles of students for anything other than school purposes
- We do not sell our student data
 - With an exception if we were to sell / merge the company (merger, acquisition, asset sale or similar transaction) our service and data would go to our acquirer / combined venture.
- We do not target advertisements at students
- We do not knowingly disclose student data unless that data is explicitly and intentionally made public by the school/teacher, or required by law
- At any time any administrator can delete any and all data from our systems
 - Excluding backups, see above

- We do have access to view and edit your data which we use to improve our product offering (ex: by looking at which features/art are used and how), assist with customer care issues, and verify our systems are running the way we intend.
 - Any employee or contractor with access has signed an extensive NDA, and must follow our IT policies
 - Repeating our policies again, we do not sell or license this data to any third party, or use this data in any way to advertise to students

IT Security and Data Storage Practices

We use Microsoft Azure for all of our hosting and as their customer we get world class security – see for full details [Azure Security](#). Among other protections, they provide physical security of our servers.

Answers to Common IT Security Questions

- All data transmitted between our servers, and between us and our users, is encrypted with industry-standard TLS1.2 or better.
- Data stored on our databases are encrypted at rest, secured by firewalls, and utilize encrypted channels for all connections.
- User content with privacy settings enabled is stored on encrypted drives and accessed with short-lifetime access keys.
- All internal secure systems require a username / password or greater security (including Two Factor Authentication (TFA) and/or IP Whitelists) and administrative rights.
- All employees and contractors with access to systems have undergone criminal background checks and have yearly privacy training.
- We conduct a yearly internal IT Audit using the NIST framework .

State Specific

California Schools Subject to SB-1177 (SOPIPA) and AB-1584

If you are subject to SOPIPA you may write into Contact-Us@StoryboardThat.com to:

- Have your data marked as owned by you (see [data ownership](#))
- Have all of your data deleted on a specified date (see [deletion policies](#))

Note: *If you ask us to delete your data the day your account is no longer actively paying, we will have no choice but to delete all your student data. You may ask us for a “30-day hold” on data deletion to give you time to make sure there is no lapse in payment*

Connecticut State

Addendum for Connecticut only

Illinois

We are Illinois Student Online Personal Protection Act Compliant.

New York State

New York - We are Ed 2D Compliant

Washington State

Washington State - We are SUPER Act (Senate Bill 5419) Compliant

Need Help? We're Here For You!

[Hello@StoryboardThat.com](mailto>Hello@StoryboardThat.com)

+1-617-607-4259

