

STANDARD STUDENT DATA PRIVACY AGREEMENT

MASSACHUSETTS, MAINE, ILLINOIS, MISSOURI, NEW HAMPSHIRE, NEW YORK, OHIO, RHODE ISLAND, TENNESSEE, VERMONT, AND VIRGINIA

MA-ME-IL-MO-NH-NY-OH-RI-TN-VT-VA-NDPA, Standard Version 1.0

Albany-Schoharie-Schenectady-Saratoga BOCES

and

Right On Cue Services, LLC

This Student Data Privacy Agreement (“DPA”) is entered into on the date of full execution (the “Effective Date”) and is entered into by and between: Albany-Schoharie-Schenectady-Saratoga BOCES, located 900 Watervliet-Shaker Rd-Ste 102, Albany, NY, 12205 USA (the “Local Education Agency” or “LEA”) and Right On Cue Services, LLC, located at 180 N University Ave, Suite 555, Provo, UT 84601 USA (the “Provider”).

WHEREAS, the Provider is providing educational or digital services to LEA.

WHEREAS, the Provider and LEA recognize the need to protect personally identifiable student information and other regulated data exchanged between them as required by applicable laws and regulations, such as the Family Educational Rights and Privacy Act (“FERPA”) at 20 U.S.C. § 1232g (34 CFR Part 99); the Children’s Online Privacy Protection Act (“COPPA”) at 15 U.S.C. § 6501-6506 (16 CFR Part 312), applicable state privacy laws and regulations and

WHEREAS, the Provider and LEA desire to enter into this DPA for the purpose of establishing their respective obligations and duties in order to comply with applicable laws and regulations.

NOW THEREFORE, for good and valuable consideration, LEA and Provider agree as follows:

1. A description of the Services to be provided, the categories of Student Data that may be provided by LEA to Provider, and other information specific to this DPA are contained in the Standard Clauses hereto.
2. **Special Provisions. Check if Required**
 - If checked, the Supplemental State Terms and attached hereto as **Exhibit “G”** are hereby incorporated by reference into this DPA in their entirety.
 - If Checked, the Provider, has signed **Exhibit “E”** to the Standard Clauses, otherwise known as General Offer of Privacy Terms
3. In the event of a conflict between the SDPC Standard Clauses, the State or Special Provisions will control. In the event there is conflict between the terms of the DPA and any other writing, including, but not limited to the Service Agreement and Provider Terms of Service or Privacy Policy the terms of this DPA shall control.
4. This DPA shall stay in effect for three years. Exhibit E will expire 3 years from the date the original DPA was signed.
5. The services to be provided by Provider to LEA pursuant to this DPA are detailed in **Exhibit “A”** (the “Services”).
6. **Notices.** All notices or other communication required or permitted to be given hereunder may be given via e-mail transmission, or first-class mail, sent to the designated representatives below.

The designated representative for the Provider for this DPA is:

Name: Lauren-Zoe Robinson Title: Director of Operations

Address: 180 N University Ave Provo, Utah 84601

Phone: 801-960-1111 Email: licensing@rightoncueservices.com

The designated representative for the LEA for this DPA is:

KellyRose Yaeger, Data Protection Officer

Phone: 518-862-5239

Address: 900 Watervliet-Shaker Rd-Ste 102, Albany, NY, 12205

Email: kellyrose.yaeger@neric.org

IN WITNESS WHEREOF, LEA and Provider execute this DPA as of the Effective Date.

Albany-Schoharie-Schenectady-Saratoga BOCES

By:  Date: 12/30/24

Printed Name: KellyRose Yaeger Title/Position: Data Protection Officer

Right On Cue Services, LLC

By: Lauren-Zoe Robinson Date: 10/20/2024 Dec 23, 2024

Printed Name: Lauren-Zoe Robinson Title/Position: Director of Operations

Exhibit "K"
Provider Security Policy

Provider's Data Security and Privacy Plan can be accessed at

<https://rightoncueservices.com/website-privacy-policy/>
