

Addendum E

PARENTS' BILL OF RIGHTS - SUPPLEMENTAL INFORMATION ADDENDUM

1. **EXCLUSIVE PURPOSES FOR DATA USE:** The exclusive purposes for which “student data” or “teacher or principal data” (as those terms are defined in Education Law Section 2-d and collectively referred to as the “Confidential Data”) will be used by (the “Vendor”) are limited to the purposes authorized in the contract between the Vendor and Sullivan County BOCES (the “BOCES”) dated 06/06/2023 (the “Contract Date”).
2. **SUBCONTRACTOR OVERSIGHT DETAILS:** The Vendor will ensure that any subcontractors, or other authorized persons or entities to whom the Vendor will disclose the Confidential Data, if any, are contractually required to abide by all applicable data protection and security requirements, including but not limited to, those outlined in applicable State and Federal laws and regulations (e.g., Family Educational Rights and Privacy Act (“FERPA”); Education Law § 2-d; 8 NYCRR § 121).
3. **CONTRACT PRACTICES:** The Contract commences and expires on the dates set forth in the Contract, unless earlier terminated or renewed pursuant to the terms of the Contract. On or before the date the Contract expires, protected data will be exported to the BOCES in: (choose one)

☐ The agreed upon format to BOCES (or)
☒ Will be destroyed by the Vendor as directed by the BOCES
4. **DATA ACCURACY/CORRECTION PRACTICES:** A parent or eligible student can challenge the accuracy of any “education record”, as that term is defined in the FERPA, stored by the BOCES in a Vendor’s product and/or service by following the BOCES’s procedure for requesting the amendment of education records under the FERPA. Teachers and principals may be able to challenge the accuracy of APPR data stored by BOCES in Vendor’s product and/or service by following the appeal procedure in the BOCES’s APPR Plan. Unless otherwise required above or by other applicable law, challenges to the accuracy of the Confidential Data shall not be permitted.
5. **SECURITY PRACTICES:** Confidential Data provided to Vendor by the BOCES will be stored (Insert Location). The measures that Vendor takes to protect Confidential Data will align with the NIST Cybersecurity Framework, including but not necessarily limited to, disk encryption, file encryption, firewalls, and password protection.
6. **ENCRYPTION PRACTICES:** The Vendor will apply encryption to the Confidential Data while in motion and at rest at least to the extent required by Education Law Section 2-d and other applicable law.

Addendum F

VENDOR'S DATA SECURITY AND PRIVACY PLAN

[See attached Addendum to Privacy Policy.]

Addendum to Privacy Policy

This is an Addendum to EducAide's Privacy Policy, which is posted here: www.problem-attic.com/privacy. In this Addendum, we describe how EducAide, the developer of Problem-Attic, collects and uses personally identifiable information (PII) and other data.

1. EducAide's collection of PII is limited to first and last name and email address.

Teachers and administrators – When signing up for an account, a teacher or administrator provides a name and email address. The information is retained on the Problem-Attic server for as long as the account stays open. If the account is closed by the teacher or administrator (or closed by EducAide, due to inactivity), the name and address and prior usage information is backed up and stored in an encrypted form.

Students – Because Problem-Attic is a teacher tool, students do not sign up for an account or provide PII through any kind of registration process. A teacher, when delivering a test through Problem-Attic, may ask students to provide an email address for scoring and reporting purposes. The teacher can delete this information at any time. Regardless of what action is taken by the teacher, *Problem-Attic automatically deletes the information after 180 days.*

2. EducAide does not make any use of student email addresses except: (i) to associate scores on a test with particular students; and (ii) to email scores to the respective students, if requested by the teacher.
3. EducAide never asks teachers to upload class rosters, and it does not connect to any student information system (SIS). Furthermore, it does not track students' use of the internet with cookies or other identifiers such as an IP address, and it does not maintain any individual student records. For these reasons, test scores are effectively *anonymized*. They are reported to and understandable by the teacher (or student) but not known to EducAide.
4. Test scores and other data that EducAide collects, such as website traffic, is used solely for the purpose of improving the program and the accuracy and reliability of test questions. EducAide never sells or trades on email addresses or any other student data, and EducAide never uses it to market any product or service to students.
5. No PII is collected or used in any manner except what is described above. This minimizes privacy issues and the risk of a security breach. In the event of a breach, the only potential theft of PII is first and last name and email address. Passwords are never stored and cannot be ascertained by any breach, due to a secure, one-way hash. In the event of a breach, EducAide will immediately notify teachers and other end-users and recommend a password reset.

AMENDMENT

THIS AMENDMENT entered into on June 6, 2024 amends the Software License Vendor Agreement dated June 6, 2023 entered into by and between the Sullivan County BOCES ("BOCES") and EducAide Software ("Vendor") ("Agreement").

WHEREAS, the Agreement expires on June 6, 2024; and

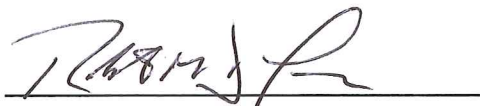
WHEREAS, BOCES and Vendor desire to extend the term of the Agreement as reflected herein.

NOW THEREFORE, for valuable consideration the Parties hereto amend the Agreement as follows:

1. **Term.** The Term of the Agreement is hereby extended for one (1) year, such that the Term shall expire on June 6, 2025.
2. **Conflict.** In the event of a conflict between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment shall control. All of the defined terms in the Agreement shall have the same definitions in this Amendment, unless otherwise defined herein.
3. Except as expressly set forth in this Amendment, the terms and conditions of the Agreement shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of the date first set forth above.

SULLIVAN COUNTY BOCES

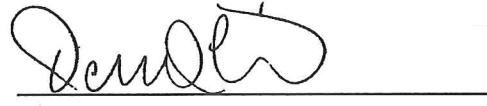


Signature



Name

VENDOR



Signature

Daniel Levin

Name

President
EducAide Software
June 12, 2024

