

## **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 ZipGrade LLC (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 LINDENHURST UNION FREE SCHOOL DISTRICT (the "District") and Contractor 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 the District's 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 the District. Protected Data also includes any information protected under Education Law 2-d including, but not limited to:

"Personally identifiable information" from student records of the District as that term is defined in § 99.3 of FERPA,

-AND-

Personally identifiable information from the records of the District 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 District policy(ies) on data security and privacy. Contractor shall promptly reimburse the District 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 the District's 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 the District's 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 the District, transitioned to a successor contractor, at the District's option and direction, deleted or destroyed by the Contractor when the contract is terminated or expires.

**Initial Here:** Pursuant to the Plan Contractor will:

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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 the District; 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;

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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.
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6. Maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of personally identifiable information in our custody;
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7. Use encryption to protect personally identifiable information in its custody while in motion or at rest; and
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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 the District's Parent Bill of Rights.

**NAME OF PROVIDER: ZipGrade LLC**

SIGNED BY:  DATED: May 15, 2025

TITLE: Founder

### **DATA PRIVACY AND SECURITY PLAN**

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

# ZipGrade LLC Privacy Policy

(Effective June 3, 2021)

ZipGrade LLC ("ZipGrade", "us", "we", or "our") operates the [www.zipgrade.com](http://www.zipgrade.com) website and the ZipGrade mobile application (the "Service"). This page informs you of our privacy policy ("Privacy Policy") regarding the collection, use, and disclosure of personal data when you use our Service. We use your data to provide and improve the Service. By using the Service, you agree to our collection and use of your information in accordance with this Policy. Unless otherwise defined in this Policy, the terms and conditions set forth herein have the same meaning and effect as those contained in our Terms and Conditions.

## Children's Privacy Policy

Persons under the age of eighteen (18) may not sign up for the Service provided by ZipGrade, without authorization and permission from their **Educational Institution** and Parents/Guardians. Please see our **Children's Privacy Policy** for a complete explanation of how we protect the privacy of children who use our Site.

## What is ZipGrade?

ZipGrade is a collection of applications and website that allows teachers to grade multiple choice papers completed by their students and to analyze the results. The teacher uses the mobile ZipGrade App to capture an image of the student's exam paper. This image is analyzed for each student response and then compared against the teacher's answer key. The teacher is able to quickly see the student's score on the mobile app. The score and image are stored on the local mobile device for later review by the teacher.

If the teacher has optionally entered information about their students (limited to first name, last name, student ID numbers, and class), the graded and scored papers may be connected to the student records to enrich the analytics and provide more complete reporting within the mobile app.

In the default configuration this data, which includes graded paper data, student information, and the images of the papers, are synced to a central secure server to allow the teacher to also use the ZipGrade website to expeditiously report and manage the data.

The teacher must use his/her ZipGrade username in order to access the website containing this data. If the teacher does not want the quiz, paper image, and quiz results to reside outside of their local device and to not be accessible on servers managed by ZipGrade, the teacher should follow the section titled 'disable syncing' below.

Aside from the 'Student Portal' (see below), both the ZipGrade Mobile Apps and ZipGrade website are primarily intended for use by the teacher. As the representative of the Educational Institution, the teacher has full access within the application to edit and remove all records stored containing student personally identifiable information and assessment results.

The teacher may elect to allow students to interact with the ZipGrade website via the 'Student Portal'. To access the student portal, the student must use credentials provided to them by the teacher. The teacher receives these credentials, either an 'Access Code' for the student or a code specific to a quiz, from the ZipGrade website. There is

no method for a student to interact with the ZipGrade service without these credentials.

When using the 'Student Portal', the student may be asked for their name and/or student ID number to be used to identify their answer selections to the teacher. All data collected from the student is solely for the educational service of grading the responses and providing this data to the teacher. The teacher retains full authority to edit or delete any online submission provided by the student.

## What type of data is collected?

We collect two types of information that are available to us: (1) User account information and usage data collected automatically and (2) User managed information you provide within the application that is optionally synced to our servers.

### User account information and usage data collected automatically:

- Referred to as "User Account Information" in this document. ZipGrade acts as a controller of this data.
- To create a ZipGrade user Account, a teacher must provide an e-mail address that acts as the unique username for their account. They must also provide a password that will be used to login to the ZipGrade service.
- As both a free and paid service, ZipGrade will store your current subscription information; including your subscription end date and log of previous purchases.
- Like most web and mobile services, we (or our service providers) may automatically receive and log information on your server logs from your browser or your device when you use the Service, which could include the frequency and duration of your visits to ZipGrade. If you use ZipGrade on different devices, we may link the information we collect from those different devices to help us provide a consistent Service across your different devices. If we do combine any automatically-collected information with personal information, we will treat the combined information as personal information, and it will be protected as per the Privacy Policy. The information we automatically gather includes:
  - Cookies and similar technologies:
    - We (or our service providers) may use various technologies to collect and store information when you visit our Service including, clear GIFs, "tags", "scripts", and "cookies". We use both, session and persistent cookies: a session cookie disappears after you close your browser; a persistent cookie remains after you close your browser. We may also use, collect, and store information locally on your device using mechanisms such as browser web storage (including HTML 5). ZipGrade uses these technologies for continuity of presentation across platforms and authorization. These technologies are used to provide the intended educational Service and not for any other commercial or marketing purposes.
  - Device information
    - We collect device-specific information such as your operating system, hardware version, device settings, file and software names and types, battery and signal strength, and device identifiers. This helps us measure how the Service is performing and improve ZipGrade for you on your particular device.
  - Log Information
    - Like most online services, when you use our Service, we automatically collect and store certain information in our server logs. Examples include things like:
    - Details of how you used our Service, such as your activity on the Service, and the frequency and duration of your visits to the ZipGrade Website or ZipGrade Apps.
    - IP Address
    - Device event information such as crashes, system activity, hardware settings, browser type, browser language, the date and time of your request and referral URL.

User managed information you provide within the application that is optionally synced to our servers:

Referred to as "User Managed Information" in this document. ZipGrade acts as a processor of this information.

### Quiz Key and Standards Information

- In order to grade papers, the teacher must provide information about the quiz being graded. This includes the name of the quiz, answer key and optional information about what standards or competency each question exercises.

### Student Papers Information

- While grading papers, the ZipGrade Mobile Apps will capture an image of the paper being graded and the resulting score. Teachers may optionally connect each paper with the student record for enriched reports; namely more complete exports and ability to report on student performance over time. If the paper is not attached to a student record, the app will use the image of the name box on the paper itself for display purposes.

### Class and Student Information

- The teacher may optionally provide information about their classes and students. A class record consists of the name of the class and the students (below) that are in the class. A student record consists of a first name, last name, a numeric student id, an optional text reference field (labeled External ID), and the classes for this student.

## How does ZipGrade use the information it collects?

ZipGrade does not sell any of your provided information to any third-party for any purpose. Nor does ZipGrade provide any of your data to any party for advertising purposes. Finally, ZipGrade does not present any advertising within the ZipGrade Mobile Applications and ZipGrade Website.

We use the information we collect from you to provide you with the finest experience in grading papers and providing analytic data about the graded papers. More specifically, this information is used to:

- Provide and improve the Service; for example by developing new products and features; Respond to your requests for information or customer support;
- Customize the Service for you, and improve your experience with it; and
- Send you information about pending account and subscription events, such as an expiring subscription or account status.
- Inform you of new or existing features of the ZipGrade service.

## Will ZipGrade share any information that is collected?

We do not share personal information with any third parties except in the limited circumstances as explained within this Privacy Policy:

- Exporting and Third Party Integrations on our Service: With the ZipGrade service, the teacher may elect to export quiz results and student in various file formats or directly to another system such as gradebook software or a learning management system ("LMS"). This data is only shared at the direction of the teacher within the ZipGrade Apps or ZipGrade website.
- Service Providers: We work with vendors, service providers, and other partners to help us provide the Service by performing tasks at our direction.
  - All class, student, quiz, standard, and student paper information ("User Managed Data") is encrypted during transport and while at rest. Therefore, these service providers are not provided general access to user managed data

- We may need to share or provide user account information with these vendors to help perform certain business functions, including sending e-mails on our behalf, database management services, server hosting, providing customer support software, and security. Generally, these service providers do not have the right to use your personal information we share with them beyond what is necessary to assist us.
- ZipGrade has entered into contracts with these providers to ensure they adhere to confidentiality and security obligations in a way that is consistent with this Privacy Policy. This includes security, data retention, and privacy.
- You may review our active service providers along with their corresponding privacy policies here: [3rd Party Service Providers](#)
- **Testimonials:** We post testimonials on our Service which may contain personal information such as name, photo, and/or video of the individual in the testimonial. We first obtain the individual's consent in advance to ensure we have permission to post this content publicly. To request removal of your personal information from our testimonials, please contact us at [privacy@zipgrade.com](mailto:privacy@zipgrade.com).
- **Legal Requirements:** We may disclose personal information when presented with a duly authorized subpoena approved and issued by a court of law or equity; or when formally compelled to do so by a government agency. We also may disclose personal information when we have concluded that it is necessary to protect the rights, property, or safety of ZipGrade, our employees, or others; or to prevent violations of our Term of Service or other agreements. This includes, without limitation, exchanging information with other companies and organizations for fraud protection.
- **Change of Control:** In the event that all or a portion of ZipGrade or its assets are acquired by or merged with a third party, personal information that we have collected from users would be one of the assets transferred to or acquired by that third party. This Privacy Policy will continue to apply to your information, and any acquirer would only be able to handle your personal information as per this policy (unless you give consent to a new policy). We will provide you with notice of an acquisition within thirty (30) days following the completion of such a transaction, by posting on our homepage, or by e-mail to your e-mail address that you have provided to us. If you do not consent to the use of your personal information by a successor company, you may request its deletion from the company. In the event that ZipGrade were to ever go out of business, or if it were to file for bankruptcy, we would still protect your personal information, and would not sell it to any third party.
- **With Consent:** Other than the situations described above, we will not disclose your personal information unless you first consent to it. Additionally, we will not sell your personal information to advertisers or other third- parties.
- We also may be required to disclose an individual's personal information in response to a lawful request by public authorities, including to meet national security or law enforcement requirements.

## How does ZipGrade protect and secure my information?

Your ZipGrade account is secured by a username (consisting of a valid e-mail address) and a password that you generate. You can help us protect your account against unauthorized access by selecting a unique password and keeping your password secret at all times.

The security of your personal and student information is very important. We have implemented technology and operational processes to protect against unauthorized use, disclosure or access to personal information. This includes:

- Engineering decisions are made with security as a primary requirement;
- Periodic reviews of operation and technical processes with an eye towards current threat and security best-practices;
- All User Managed Data is encrypted while in transit (SSL/TLS) and while at rest on ZipGrade servers(AES-256); All passwords are stored and transmitted securely. Passwords are never stored in plain text. Instead they are salted and one-way hashed using current encryption libraries.
- We automatically delete unused User Managed Data for expired and unused accounts after a specific period of time, as per our data retention policy, described in the 'How long does ZipGrade Keep User Managed Data?'

Although we make good faith efforts to maintain the security of data information systems we cannot guarantee the absolute security of your personal information. Outages, attacks, human error, system failure, unauthorized use or other factors may compromise the security of user information at any time. If we learn of a security breach, we will attempt to notify you electronically with seventy-two (72) hours of identifying the breach so that you can take appropriate protective steps. Depending on where you live, you may have a legal right to receive notice of a security breach in writing.

## Can I opt-out of providing information?

### User Managed Information:

- You may elect not to share any User Managed Data (including all student related data) with the ZipGrade servers by disabling 'sync' on the 'My Account' section on the ZipGrade website. With the sync option disabled, no User Managed Data will be synced to the ZipGrade servers for your ZipGrade user account. Any data that had previously been synced to the central servers will be marked for deletion on the servers and purged pursuant to our data retention policies set forth below.
- If the syncing option is disabled, you will be able to use the ZipGrade mobile app. However, most features of the ZipGrade website will be disabled as it will not have any data regarding your students, quizzes, or papers. This includes using and creating custom forms.
- Also note that by disabling the sync process, your User Managed Data will not be backed up by ZipGrade. In the case of a new phone, corrupted data, or other possible issue; you will not be able to recover your Student Data from such a backup.

### User Account Information

- In order to provide functionality, the app requires a user account that includes an e-mail address and password. This is so we may communicate with you according to our terms and conditions and Privacy Policy, together which constitute our "Agreement" with you, and enable your device for any purchased subscription features.
- If you do want us to stop maintaining data for your account, please see 'How can I delete my account?' below.

## How can I manage my personal information?

### User Managed Information:

- All records of User Managed Data may be viewed and edited, including deletion, by you through the mobile application and website interfaces. The mobile application and websites also allow viewing and exporting of all User Managed Information.

### User Account Information

- We use your stored username and a hashed version of your password as the primary method of identifying you to allow access to your account. If you need to change your username, please contact us at support@zipgrade.com for instructions. Changing a username requires verifying access to your original account.
- If you need to change your password, use the "Forgot my Password" link on the login screen of the ZipGrade Website. This will send an e-mail with a link to the your e-mail address with the link to allow you to change the password.
- You have the right to view and make corrections on all User Account Information. If you would like a readable version of all User Account Information and to make corrections, please contact us at support@zipgrade.com with your request.

- ZipGrade acknowledges that EU and Swiss individuals have the right to access the personal information that we maintain about them. An EU or Swiss individual who seeks access to correct, amend, or delete data inaccurate data, should direct their query to support@zipgrade.com. If requested to remove data, we will respond within a reasonable timeframe.

## How can I delete my account?

You may delete your account and all data by pressing 'Delete Account' on the 'My Account' screen on the website. You will be prompted to re-enter the password on the account. You may also contact us at support@zipgrade.com. A confirmation step will be required. When deleting an account, all associated User Managed Information and User Account Information are removed and purged from backups within 60 days. This will also disable use of the mobile application for your account.

## How long does ZipGrade keep personal information?

### User Managed Information:

We keep as little personal information as possible. The little information that we keep is stored only as long as needed so that we can continue to provide our service to you. Users are able to individually remove all User Managed Information records through the mobile application and website. All User Managed Data marked for deletion is removed from all systems, including backups, within sixty (60) days of being marked for removal by the user.

User Managed Data on dormant accounts, defined as non-paid accounts that have seen no login, syncing activity, or changed data in the previous 180 days, will be removed from the ZipGrade servers and backups within sixty(60) days. We will attempt to email you before this removal occurs.

### User Account Information

Free accounts, which include accounts with expired subscriptions, that have been dormant, defined as non-paid accounts with no syncing activity, login, or changed data records in the previous 365 days, will be removed from the ZipGrade servers and backups within 60 days. We will attempt to email you before this removal occurs.

We will not remove active accounts or accounts with a valid subscription unless instructed to do so by you.

## What communications will I receive from ZipGrade?

If you are registered a ZipGrade user, provided an e-mail address to us, or otherwise opted-in to receive communications from us; we may send you messages and updates regarding your account, including privacy and security notices, updates regarding the Service, and information regarding products, features, or services from ZipGrade. These communications may include push notifications and e-mail. If you have an account with us, we will use your e-mail address to contact you for customer service purposes, or for any legal matters that arise in the course of business.

If you do not want to receive communications from us, please let us know via e-mail at support@zipgrade.com. Please note that if you do not want to receive legal notices from us, such as this Privacy Policy, such legal notices will still govern your use of the Website, and you are responsible for reviewing our legal notices for changes.

We will provide an individual opt-out or opt-in choice before we share your data with third parties other than our agents, or before we use it for a purpose other than which it was originally collected or subsequently authorized.

To limit the use and disclosure of your personal information, please submit a written request to support@zipgrade.com.

## How will ZipGrade notify me of changes to this policy?

We may occasionally update this Privacy Policy. When changes are made to this Privacy Policy, we will notify you via email using the email address registered to the account. On your next use of the mobile app or website, you will also be notified of these changes and prompted for your consent. Whenever we make any changes to this Privacy Policy we will revise the "Last Updated" date at the top of this Privacy Policy.

## How can I contact ZipGrade with questions?

If you have any questions or concerns about this Privacy Policy, please e-mail us at [privacy@zipgrade.com](mailto:privacy@zipgrade.com) or write us at:

ZipGrade LLC  
PO Box 729  
New Lenox, IL 60451

## Your Rights if You Live in California

In addition to the rights previously discussed within our Privacy Policy, if you reside or are a California consumer in the State of California, USA, as defined by the California Privacy Act of 2018 (**CCPA**), the law of the State of California may provide additional rights with respect to your personal information. Since ZipGrade does not track its users over time or across third party websites to provide targeted advertising, it does not respond to Do Not Track (**DNT**) signals. Any personal information we gather about you is done chiefly to provide our products and services to you in an effective manner, as well as allowing you to learn more about and benefit from our Service. If a California consumer exercises his/her rights under the CCPA, we shall not discriminate against that consumer by denying him/her our Service, charging different rates than we do to similarly situated consumers. Nor will we provide Service of an inferior quality to a California consumer.

## Your Rights if You Live in Nevada

Nevada law may allow you to direct us to not sell for money, certain of your personal information. However, ZipGrade DOES NOT sell any of your personal information to third parties for monetary compensation.