Master License and Service Agreement

This Master License and Service Agreement ("Agreement" or "MLSA") is made and entered into by and between [Educational Vistas, inc.] ("Vendor"), having its principal offices at [2200 Maxon Rd. Extension, Schenectady, NY 12308], and the **Board of Cooperative Educational Services for the First Supervisory District, Erie County** ("Customer"), having its principal offices at 355 Harlem Road, West Seneca, NY 14224. Vendor and Customer are sometimes referred to herein, individually, as a "Party," and collectively, as the "Parties."

Boards of Cooperative Educational Services ("BOCES"), including Customer, are municipal corporations organized and existing under Section 1950 of the New York Education Law, and are authorized to provide cooperative educational services to school districts in New York State pursuant to cooperative educational service agreements ("CoSers") approved by the New York State Education Department.

Regional Information Centers ("RICs"), organized and administratively aligned under a BOCES, provide shared technology and other educational support services on a regional basis to its BOCES' component school districts, and to other BOCES and school districts located within the RIC's respective region.

Cooperative educational services provided by a BOCES (by the BOCES itself, or if applicable, its respective RIC) include shared computer services, software, and technical training and support that are provided to school districts that enter into applicable CoSers.

Customer is authorized to issue requests for proposals, award and enter into contracts for the purchase of instructional software applications that can be made available to school districts as part of applicable approved CoSers, on behalf of itself and other BOCES across New York State that participate in a statewide Instructional Technology Contract Consortium ("NYSITCC"). Through Customer's procurement process, [Educational Vistas, Inc.] has been identified and accepted by Customer as a provider of [Curriculum Developer™, DataMate Live, DataMate-DataMate Live-Elite, Social Emotional Learning System (SELS), AIMS, Teacher Evaluation, SLO Tracking and Danielson Full Rubric], as more fully described herein (the "Product(s)").

As Customer and several other BOCES throughout New York State have expressed an interest in offering the Product(s) to school districts as part of the applicable approved CoSers, Customer wishes to make the Product(s) available through the NYSITCC. Accordingly, the Parties have entered into this Agreement to set forth the terms upon which the Product(s) will be made available by Customer to itself and to other BOCES and school districts through the NYSITCC.

1. TERM and TERMINATION

1.1 Term of Agreement. The Effective Date of this Agreement shall be [July 1, 2023]. The initial term of this Agreement shall commence on the Effective Date and continue until 11:59 pm June 30, 2026 ("the Initial Term"), unless earlier terminated as otherwise set forth herein. The Initial Term may be extended for successive renewal terms of three (3) years (each a "Renewal Term") only by mutual execution by the Parties of either a written Amendment to this Agreement, or, a new Agreement.

1.2 **Termination of Agreement.** Either Party may terminate this Agreement for any reason prior to the expiration of its Initial Term (or the expiration of any Renewal Term) upon ninety (90) days' written notice to the other.

1.3 **Termination by Customer.** Customer shall have the right to terminate this Agreement at any time prior to the expiration of its Initial Term (or the expiration of any Renewal Term) in the event of Vendor's failure to cure any default or breach of this Agreement within (30) days written notice from Customer.

2. SCOPE OF SERVICES

Acting as an independent contractor, Vendor will provide the Product(s) as more fully described and at the prices stated in **Exhibit A**, attached to this Agreement and incorporated by reference. Any services related to the Product(s) to be provided by Vendor, including but not limited to consulting, educational, hosting, system administration, training or maintenance and support services ("Services"), shall be as more fully described within this Agreement and at the prices stated in **Exhibit A**, attached to this Agreement and incorporated by reference.

3. GRANT OF LICENSE

3.1 The Product(s) are provided under license. Vendor grants to Customer, as a participating BOCES in the NYSITCC on behalf of the Western New York Regional Information Center ("WNYRIC"), and to each other BOCES that is a participant in the NYSITCC (and, where applicable, on behalf of its RIC), a non-assignable, non-transferable and non-exclusive license to utilize the Product(s) pursuant to the terms and conditions set forth herein. Vendor further grants to each individual school district that contracts for the Product(s) with a BOCES through the NYSITCC by purchasing CoSer 6360 Instructional Technology Service and provides professional development by purchasing CoSer 6368 Model Schools, a non-assignable, non-transferable and non-exclusive license to utilize the Product(s) pursuant to the terms and conditions set forth herein. For purposes of the licenses granted by Vendor pursuant to this Agreement, Customer, each other BOCES, and each individual school district as described herein may also be referred to individually as a "Licensee" and collectively as "Licensees." Licensees shall not assign, sublicense or otherwise encumber or transfer the Product(s) without the prior written consent of the Vendor. Nothing herein shall act to transfer any interest in the Product(s) to any Licensee, and title to and ownership of the Product(s) shall at all times remain with the Vendor.

3.2 Vendor may terminate the license granted to a Licensee under this Agreement if the Licensee fails to comply with any terms and conditions of this Agreement that are specifically applicable to that entity as a Licensee. Within five (5) days of receipt of such termination, the Licensee shall return all materials related to the Product(s) and, to the extent applicable, arrange with Vendor to remove the Product(s) from the computers located at the Licensee's sites or under the direct control of Licensee.

3.3 Vendor warrants that it has full power and authority to grant the rights herein described. Vendor's obligation and liability under this Section 3 shall be to obtain any authorization necessary to make effective the grant of license to Licensees to use the Product(s), in such a manner or method as determined by Vendor, at Vendor's own cost and expense.

4. USE of PRODUCTS, PROTECTION OF APPLICATION and CONFIDENTIAL INFORMATION

4.1 Product(s) shall be utilized only at such licensed sites as shall be designated by Licensees (or utilized in a cloud environment as designated by Licensees) and shall be used solely for the benefit of Licensees.

Licensees shall not permit or provide for transfer or reproduction of the Product(s), or any portion thereof, to be placed on a computer not at the Licensee's designated sites or under the direct control of the Licensee, by physical or electronic means, unless specifically authorized by Vendor and/or as otherwise provided in this Agreement.

4.2 The Product(s) are protected by copyright law. Vendor hereby confirms that Vendor is the owner of the copyright in the Product(s) described in **Exhibit A**, as well as an authorized source or reseller for the Product(s) in the state of New York. Licensees shall not make or allow others to make copies or reproduction of the Product(s), or any portion thereof in any form without the prior written consent of Vendor and/or as otherwise provided in this Agreement. The unauthorized copying, distribution or disclosure of the Product(s) is prohibited and shall be considered a material breach of this Agreement.

4.3 Except as expressly stated herein, no Licensee may alter, modify, or adapt the Product(s), including but not limited to translating, reverse engineering, decompiling, disassembling, or creating derivative works, and may not take any other steps intended to produce a source language state of the Product(s) or any part thereof, without the prior written consent of Vendor.

4.4 Licensees shall be the sole owner and custodian of any information or data transmitted to, received, or manipulated by the Product(s), except as otherwise specifically set forth in this Agreement.

4.5 **Confidential Information.** Each Party will use the same degree of care to protect the other Party's Confidential Information as it uses to protect its own confidential information of like nature, but in no circumstances less than reasonable care. "Confidential Information" for purposes of this subparagraph means any information that is marked or otherwise indicated as confidential or proprietary, in the case of written materials, or, in the case of information that is disclosed orally or written materials that are not marked, by notifying the other Party of the proprietary and confidential nature of the information, such notification to be done orally, by email or written correspondence, or via other means of communication as might be appropriate. Notwithstanding the foregoing, (a) Confidential Information of Vendor shall include the Software and the terms of this Agreement (except those portions of the Agreement that Customer may be required to disclose by law or legal process) and (b) the Confidential Information of Customer shall include personally identifiable information regarding its and other Licensees' end users provided in connection with the Product(s). Confidential Information does not include information which (a) was known to the receiving Party or in the public domain before disclosure; (b) becomes part of the public domain after disclosure by a publication or other means except by a breach of this Agreement by the receiving Party; (c) was received from a third party under no duty or obligation of confidentiality to the disclosing Party; or (d) was independently developed by the receiving Party without reference to Confidential Information. Disclosures of Confidential Information that are required to be disclosed by law or legal process shall not be considered a breach of this Agreement as long as the recipient notifies the disclosing Party, provides it with an opportunity to object and uses reasonable efforts (at the expense of the disclosing Party) to cooperate with the disclosing Party in limiting disclosure to the extent allowed by law.

4.6 **Vendor Obligations Under NYS Education Law 2-d.** For Student Data, or Teacher and Principal Data, as such terms are defined in New York Education Law Section 2-d, Vendor shall comply with all terms, conditions and obligations as set forth in the Data Sharing and Confidentiality Agreement incorporated into this Agreement by reference as **Exhibit D**. In the event that Vendor receives, stores or maintains Student Data, or Teacher and Principal Data provided to it by a Licensee, whether as a cloud provider or otherwise, the Vendor assumes all risks and obligations in the event of a breach of security of such data. Vendor shall not subcontract or assign its obligation to store or maintain Student Data, or Teacher and Principal Data provided to it pursuant to this Agreement to a third-party cloud provider unless granted specific prior written permission from Customer.

5. REPRESENTATIONS, WARRANTIES AND DISCLAIMERS

5.1 Mutual. Each Party represents and warrants that it has the power and authority to enter into this Agreement and that the Party's execution, delivery, and performance of this Agreement (a) have been authorized by all necessary action of the governing body of the Party; (b) do not violate the terms of any law, regulation, or court order to which such Party is subject or the terms of any agreement to which the Party or any of its assets may be subject; and (c) are not subject to the consent or approval of any third party, except as otherwise provided herein.

5.2 Intellectual Property. Vendor warrants that use of the Product(s) does not infringe any United States patent, copyright, or trade secret. Vendor will indemnify Customer and any other applicable Licensee and hold it or them harmless from and against any and all claims, actions, damages, liabilities and expenses in connection with any allegation that the use of the Product(s) provided hereunder infringed upon any United States patent or pending application for letters patent or constituted an infringement of any trademark or copyright. Customer or the other Licensee, as applicable, will notify Vendor in writing of such suit, claim, action, proceeding or allegation(s). Vendor shall have sole control of the defense. Customer or the other Licensee, as applicable, shall provide reasonable information and assistance to the Vendor at the Vendor's expense.

5.2.1 Vendor shall have the right to make such defense by counsel of its choosing and Customer or the other Licensee, as applicable, shall cooperate with said counsel and Vendor therein.

5.2.2 If the Product(s) are held to infringe, or in Vendor's opinion is likely to be held to infringe, any United States Patent or pending applications for Letters Patent, or any Trademark or Copyright, Vendor shall, in addition to its obligations as set forth in paragraphs 5.2 and 5.2.1 above, at its expense, (a) secure the right for Customer or the other Licensee, as applicable, to continue use of the Product(s) or (b) replace or modify the Product(s) to make it non-infringing. If commercially reasonable efforts to perform the foregoing are unsuccessful, Customer or the other Licensee, as applicable, shall be entitled to a pro-rata refund of fees paid by Customer or the Licensee to Vendor pursuant to this Agreement, calculated as of the date Customer or the Licensee, as applicable, was prohibited from using the Product(s).

5.2.3 Vendor shall have no obligation with respect to any such claim of infringement based upon modifications of machines or programming made by Customer or any other Licensee without Vendor's approval, or upon their combination, operation, or use with apparatus, data, or programs not furnished by Vendor by Customer or any other Licensee, without Vendor's approval.

5.3 Warranties. Vendor represents and warrants that (a) the Product(s) will perform substantially in accordance with the specifications set forth in the then-current Documentation, if any, for such Product(s), and that (b) the Services will be performed in a professional and workmanlike manner. In the event of a non-conformance of the Product(s) or Services, reported to Vendor by Customer or any other Licensee, Vendor shall make commercially reasonable efforts to correct such non-conformance. In the event that Vendor is unable to correct such non-conformance, Vendor will provide Customer or the other Licensee, as applicable, with replacement or repair of defective Product(s), re-performance of Services, or a pro-rata refund of fees paid pursuant to this Agreement, calculated as of the date of commencement of any period of non-conformance.

5.4 Remedies available to Customer or any other Licensee for damage or loss to the Product(s) shall be the repair or replacement of the Product(s) or a pro-rata refund of fees paid pursuant to this Agreement, calculated as of the date of commencement of the damage or loss. Vendor shall have no liability or responsibility for damage or loss to the Product(s) caused by any alteration or modification by a Licensee not authorized by

Vendor, or for damage or loss arising out of the malfunction of Licensee's equipment or other software not supplied by Vendor.

5.5   Disclaimers.   EXCEPT AS EXPRESSLY PROVIDED HEREIN, VENDOR EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY WITH RESPECT TO THE PRODUCT(S) AND SERVICES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. VENDOR DOES NOT WARRANT THAT THE PRODUCT(S) WILL PERFORM OR OPERATE UNINTERRUPTED OR ERROR-FREE, OR THAT THE FUNCTIONS CONTAINED IN THE PRODUCT(S) WILL MEET ANY LICENSEE'S PARTICULAR REQUIREMENTS OR PURPOSE.

5.6   Customer Representations and Warranties.   Customer hereby represent and warrants to Vendor:

5.6.1   That all BOCES that are participants in the NYSITCC, including Customer, have agreed to be bound by the terms of this Agreement and perform their specific obligations as participating BOCES herein.

5.6.2   That all BOCES that are participants in the NYSITCC, including Customer, will take reasonable measures to ensure that all of the sites used by BOCES and school district Licensees within their jurisdiction will meet the systems and network minimum requirements set forth on **Exhibit C**, attached to this Agreement and made a part hereof.

5.6.3   That all BOCES that are participants in the NYSITCC, including Customer, will take steps to ensure that BOCES and school district Licensees within their jurisdiction use their best efforts to make staff available for training in how to utilize the Product(s) as requested by Vendor.

5.6.4   That all BOCES that are participants in the NYSITCC, including Customer, will provide Vendor with the name of a contact person (hereinafter referred to as the "BOCES Contact") who will have the authority to act on behalf of the BOCES and school district Licensees within their jurisdiction with regards to any questions or issues that may arise during the installation or implementation of the Product(s). Unless directed by that BOCES Contact, the Vendor will have no other contact within the BOCES regardless of previous working relationships. The Vendor will provide written communication to the BOCES Contact if it plans to demo/visit a BOCES or school district Licensee within that BOCES' jurisdiction. This communication will occur a minimum of two (2) days prior to the demo/visit.

6.   INDEMNIFICATION

Customer shall indemnify and hold harmless Vendor and its officers, directors, employees and agents and hold them harmless from any and all third party claims, liabilities, costs, and expenses, including attorney fees and expenses, arising from or relating to any breach by Customer of this Agreement. Vendor shall indemnify and hold harmless Customer and its officers, directors, employees and agents and hold them harmless from any and all third party claims, liabilities, costs, and expenses, including attorney fees and expenses, arising from or relating to any breach by Vendor of this Agreement.

7.   FEES AND PAYMENT

7.1   License Fees. In consideration of the licenses granted to all Licensees as described herein, and the Services to be performed by Vendor, Customer agrees that each participating BOCES (including

Customer) shall pay Vendor the applicable fees set forth in **Exhibit A** on behalf of each Licensee within its jurisdiction that participates in the applicable CoSers during any fiscal year within the Initial Term of this Agreement or any Renewal Term.

7.2 Pricing. The fees set forth in **Exhibit A** shall be applicable during the period July 1, 2023 through June 30, 2024 (the first fiscal year within the Initial Term of this Agreement).

Vendor will provide to Customer proposed new pricing for each succeeding fiscal year within the Initial Term of this Agreement (or each succeeding fiscal year within any Renewal Term) by November 1 of each fiscal year, by notification to Michelle Okal-Frink, Erie 1 BOCES through the Vendor Hub Site - https://sites.google.com/e1b.org/erie1bocesvendorhub/home   or by certified letter addressed to 355 Harlem Road, West Seneca, NY 14224.   Michelle Okal-Frink will work with the Vendor to evaluate and accept pricing to be applicable during each succeeding fiscal year; however, in no event shall pricing increase by more than 2% annually. The Parties shall revise **Exhibit A** as needed to reflect any new prices as mutually agreed. If no notification is received by November 1 of any fiscal year, the fees established for the then current fiscal year will remain in effect for the subsequent fiscal year. After acceptance of the annual price list, vendors will send out renewal quotes to the individual BOCES by Nov 15th of that contract year. Quotes will be prorated for new business or renewals to align with the agreement annual terms ending June 30th as agreed to in the RFP response. If there is an overage with a school district the overage must be provided to BOCES prior to May 1st of the school year. The district will be able to cover those overages through a PO before June 1st. BOCES and school districts are not responsible for overages that come after May 1st and cannot pay any overages not identified by May 1st in the current or any future fiscal years.

7.3 Quotes. Quotes applicable to any BOCES or school district Licensees based on the fees set forth in **Exhibit A** shall be provided to each BOCES Contact (including Customer's) or his/her designee. The Vendor will not provide BOCES quotes directly to any school district. Each quote will be made out to the BOCES requesting the quote, reference the NYSITCC contract number, identify the beginning and end date, have the name of the district included and identify the name and email of the rep sending the quote. Each participating BOCES (including Customer) will issue a purchase order to Vendor on behalf of each Licensee within its jurisdiction that wishes to participate in the applicable CoSers. All quotes after July 1 will be prorated to end June 30 of that fiscal year. The Vendor will not provide a BOCES quote to any BOCES outside of the consortium.

7.4 Invoices.   When invoicing Customer, Vendor shall send Erie 1 BOCES invoices addressed to 355 Harlem Road, West Seneca, NY 14224 (Attention: Business Office) or email to ap@e1b.org; any other BOCES invoices shall be sent by Vendor to the other participating BOCES initiating the request. Vendor shall contact the BOCES contact at each other participating BOCES to receive the proper invoicing address. Payment shall be made by each participating BOCES (including Customer) within forty-five (45) days of either completion of the activation of the Product(s) at the site of a Licensee, or the implementation meeting for service. Invoices must match the BOCES PO in order for payment to be released. This includes the contract number, purchase order number and the cost on the invoice must match the cost on the purchase order.

7.5 Withdrawal.   Vendor acknowledges that due to the nature of BOCES services, individual Licensees may from time to time, during the Initial Term of this Agreement or any Renewal Term, withdraw from or choose not to renew their participation in the applicable BOCES service for a subsequent fiscal year. Each participating BOCES (including Customer) shall provide written notification to Vendor of any such withdrawal or non-renewal by any Licensee within its jurisdiction no later than thirty (30) days prior to its effective date (typically July 1st), without penalty. Any Licensee may provide withdrawal or license change notification prior to the payment of the renewal purchase order. These changes would result in the change of the initial purchase order

and therefore the invoicing based upon that PO. Other changes may be made, with agreement of the Vendor, until the second week of the school year is completed. This may result in a credit or refund. Upon receipt of notification, Vendor shall securely delete or otherwise destroy any and all Protected Data received from that Licensee remaining in the possession of Vendor or any of its subcontractors or other authorized persons or entities to whom it has disclosed the Protected Data; if requested by the Licensee, Vendor will assist in exporting all Protected Data previously received back to the Licensee prior to deletion. Vendor will provide Customer and the Licensee with written certification from an appropriate officer that these requirements have been satisfied in full. For purposes of this subsection 7.5, "Protected Data" shall have the same meaning as set forth in the Data Sharing and Confidentiality Agreement incorporated into this Agreement by reference as **Exhibit D**. Notwithstanding the non-renewal or withdrawal of any Licensee, the terms of this Agreement shall continue in full force and effect with respect to Customer and any other remaining BOCES or school district Licensees.

8. IMPLEMENTATION ASSISTANCE SERVICES AND TRAINING SUPPORT

8.1 Training. The Vendor will provide initial training, at no cost, to Customer's staff and the staff of each participating BOCES so that they are able to turn key and train school district Licensees using RIC/BOCES accounts or Product(s) provided to the RIC/BOCES at no cost, at four (4) sites during each year of this Agreement. These accounts will be fully active within the system and not simply a training site. This training should be in person and be robust whereas the BOCES staff developers are able to provide the support and professional development to the school district Licensee in order to promote a successful implementation. The 4 initial training days (per product) should be help in person if possible. The 4 additional update training sessions (per product) may be held virtually. This is a total of 8 sessions, per product, awarded. The Vendor will provide on-site training and installation to the BOCES staff as outlined in **Exhibit B**, attached and incorporated herein by reference.

8.2 Use of Training Materials. Customer, all other participating BOCES, and all school district Licensees may use the entire Vendor provided training materials, on an ongoing basis, at no cost. Customer, all other participating BOCES, and all Licensee school districts may modify the Documentation for use solely within the Licensee school districts that have purchased the Product(s) pursuant to this Agreement.

8.3 Training Logins & Sites. The Vendor will provide Customer and all other participating BOCES the Product(s) or application logins and demo sites, at no cost, for utilizing the Product(s) while training Licensee school districts. The Vendor will provide administrative logins to Customer and all other participating BOCES for each Licensee school district in order for Customer and all other participating BOCES, as owners of the equipment/licenses, to manage and maintain accounts as required by the State Department of Education. The Vendor will provide updates and training each year for four additional sites throughout New York State for new and current trainers to be coordinated through Michelle Okal-Frink or her designee. Michelle Okal-Frink or her designee must approve any marketing that would include the name and or logo of Customer or any other participating BOCES.

9. TECHNICAL SUPPORT SERVICES

9.1 Technical support and updates provided by Vendor shall include assistance and consultation by phone or chat to assist Customer, any other participating BOCES, or any school district Licensee in resolving problems with the use of the Product(s), at no charge.

9.2 Vendor shall provide support for the Product(s) for at least one (1) year following any notification by Vendor to Customer, any other participating BOCES, or any school district Licensee that the Product(s) has been discontinued.

9.3 All requests for assistance to Vendor by Customer, any other participating BOCES, and/or any school district Licensee to resolve problems which cause the software to become "inoperative" will be acknowledged by Vendor by phone or email within twenty-four (24) hours during Vendor's normal support hours. For less severe problems, Vendor must acknowledge the request for assistance by phone or email within forty-eight (48) hours.

9.4 Vendor also agrees to provide the following technical support services to Customer, any other participating BOCES, and any school district Licensee:

9.4.1 Toll Free Number support [*888-999-2552*] from [8:00] A.M. to [5:00] P.M. EST (Eastern Standard Time).

9.4.2 Bug Correction – Vendor shall use its best efforts to correct any software bugs in the Product(s). Customer, any other participating BOCES, and any school district Licensee shall allow Vendor in each instance the opportunity to make repeated efforts within a reasonable time to correct any such bugs.

9.4.3 Training, free of charge, for technical staff of Customer and/or any other participating BOCES to install or upgrade any equipment. This training can be provided via webinar.

10. APPLICABLE LAW

This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of New York without regard to that State's choice-of-law provisions. In the event a dispute arises between the Parties in connection with this Agreement, the Parties shall use good faith efforts to resolve such dispute by negotiation. In the event the Parties are unable to resolve such dispute by negotiation, the matter shall be venued in any court of competent jurisdiction located in the County of Erie, State of New York and the Parties hereby agree to submit to personal jurisdiction in any such court.

11. FORCE MAJEURE

Notwithstanding anything to the contrary contained herein, neither Party shall have any liability to the other Party for any default or delay in performance of its obligations hereunder to the extent attributable to unforeseen events beyond the reasonable control of the Party. Such events shall include but not be limited to, natural disasters or "acts of God;" war; acts of public enemies; terrorism; flood; government action, orders or regulations; fire; civil disturbance or unrest; work stoppage or strike; unusually severe weather conditions; disease, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restriction (each, a "Force Majeure" event). Vendor's performance of some or all of its obligations hereunder may also cease at any time upon mutual written agreement between the Parties. Any warranty period affected by a Force Majeure event shall be extended for a period equal to the duration of such Force Majeure event.

12. CONSENT TO BREACH NOT WAIVER

No term or provision of this Agreement shall be deemed waived and no breach excused, unless such waiver or consent to breach shall be in writing and signed by the Party granting the waiver or consent. If either Party grants a waiver or consent to a breach of a term or provision of this Agreement, such waiver or consent shall not constitute or be construed as a waiver of or consent to any other or further breach of that term or provision or any other different or subsequent breach of any other term or provision.

13. SEVERABILITY

If any term, clause or provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be deemed severed from the Agreement.

14. RISK OF LOSS OR DAMAGE

Vendor and its insurers agree at a minimum to assume all risks of loss and damage to the Product(s) during transportation except for loss or damage caused by the gross negligence of Customer, any other participating BOCES, and/or any school district Licensee.

Vendor assumes all risks for injuries to or death of its employees and for damage to its tangible property, excluding damage to data, while on the premises of, or traveling to or from, facilities of Customer, any other participating BOCES, and/or any school district Licensee. Vendor shall provide assistance to recover or resolve any damaged data to the reasonable satisfaction of Customer, any other participating BOCES, and/or any school district Licensee.

15. AMENDMENT

This Agreement may be amended by Customer and Vendor provided that any such changes or modifications shall be in writing signed or initialed by the parties hereto.

16. HEADINGS

The headings of the paragraphs and sections of this Agreement are inserted for convenience only and shall not be deemed to constitute a part hereof.

17. NOTICES

Except as otherwise provided in this Agreement, all notices required hereunder shall be in writing and sent by certified mail, return receipt requested to the Party at the address written above, or such other address as noticed to the other Party.

18. CONFLICT OF INTEREST

Vendor represents and warrants that Vendor presently has no interest and shall not acquire any interest, direct or indirect that would conflict in any manner or degree with the performance of Vendor's obligations under this Agreement. Vendor further represents and warrants that it has not employed nor retained any person or company, other than a bona fide employee working solely for Vendor or the Vendor's bona fide agent, to solicit or secure any agreement with any other participating BOCES or any school district Licensee. Further, Vendor represents that Vendor has not paid, given, or agreed to pay or give any company or person, other than a bona fide employee working solely for Vendor or the Vendor's bona fide agent, any fee, commission, percentage, brokerage fee, gift, contribution, or any other consideration contingent upon or resulting from the award or making of any agreement with any other participating BOCES or any school district Licensee. Upon discovery of a breach or violation of the provisions of this paragraph, Customer shall have the right to terminate this Agreement in accordance with subsection 1.3, however, it may do so immediately and without providing Vendor the opportunity to cure such breach or violation.

19. EMPLOYMENT PRACTICES

Vendor warrants that there shall be no discrimination against any employee who is employed in the work covered by the Agreement, or against any applicant for such employment, because of race, religion, color, sex, age or national origin. This shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, lay-off, termination, rates of pay or other tools of compensation, and selection for training, including apprenticeship. Vendor shall insert similar provisions in any authorized subcontracts for the performance of Services covered by this Agreement.

20. EXECUTORY CLAUSE

This Agreement shall be deemed executory only to the extent of monies appropriated and available to Customer or any other BOCES or school district Licensee for the purpose of this Agreement, and no liability on account thereof shall be incurred by Customer or any other BOCES or school district Licensee beyond the amount of such monies. The Agreement is not a general obligation of Customer or any other BOCES or school district Licensee. Neither the full faith and credit nor the taxing power of any school district Licensee is pledged to the payment of any amount due or to become due under this Agreement. It is understood that neither this Agreement nor any representation by any public employee or officer creates any legal or moral obligation to appropriate or to make monies available from the purpose of this Agreement.

21. NON-ASSIGNMENT

This Agreement shall be binding on the Parties and on their successors and assigns. Vendor is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or its right, title or interest therein, or its power to execute this Agreement or any amendment thereto, or its power to perform the obligations required by this Agreement to any other person or corporation without the previous consent, in writing, of Customer; and any attempts to assign the Agreement without Customer's prior written consent are null and void.

22. ENTIRE UNDERSTANDING
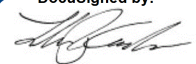
This Agreement and all Exhibits attached hereto constitute the entire understanding between Customer and Vendor.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the dates set forth below.

[Educational Vistas, Inc.]

By: _____

Printed Name: Lukas J. Crowder

Title: CFO

Date: 5/18/2023

ERIE 1 BOCES

By: _____

Printed Name: James Fregelette

Title: Executive Director, Administrative Services & Operations

Date: 5/8/2023

wnyric
www.wnyric.org
Erie 1 BOCES Education Campus • 355 Harlem Road • West Seneca, NY 14224-1892

erie boces

EXHIBIT A

7/1/2023 - 6/30/2024

[Curriculum Developer *Describe the Product(s) to be provided by Vendor and Provide the Price List Here*]

The following pricing reflects the WNYRIC discount off of standard pricing and has a special minimum price identified for SMALL SCHOOLS who have a total student population of 500 or less.

SOLUTION	UNIT (Annual)	WNYRIC PRICE 2022-23	WNYRIC PRICE 2023-24	Increase
(<= 500 Students) Curriculum Developer (CD)	District	707.63	721.78	2%
(501-1000 Students) Curriculum Developer (CD)	Student	1.42	1.45	2%
(1001-1500 Students) Curriculum Developer (CD)	Student	1.25	1.28	2%
(1501-2000 Students) Curriculum Developer (CD)	Student	0.95	.97	2%
(2001-3000 Students) Curriculum Developer (CD)	Student	0.79	.81	2%
(3001-4000 Students) Curriculum Developer (CD)	Student	0.70	.71	2%
(4001-6000 Students) Curriculum Developer (CD)	Student	0.55	.56	2%
(6001-8000 Students) Curriculum Developer (CD)	Student	0.51	.52	2%
(8001-10000 Students) Curriculum Developer (CD)	Student	0.45	.46	2%
(>10000 Students) Curriculum Developer (CD)	Student	0.33	.34	2%

Additional charges that apply, estimate if necessary. Charges should be listed per application, per hour, per day, for example, and include an estimate for a total in each category.

	Initial Charge, Year 1 charges	On-going charge, maintenance	Increase
Additional components not covered in the above	On-site Training per Request at $1500.00 per day	On-site Training per Request at $1500.00 per day	0%
Implementation planning	N/A	N/A	
Other	Custom Programming per Request at $150.00 per Hour	Custom Programming per Request at $150.00 per Hour	0%

[DataMate Live *Describe the Product(s) to be provided by Vendor and Provide the Price List Here*]

SOLUTION	UNIT (Annual)	WNYRIC PRICE 2022-23	WNYRIC PRICE 2023-24	Increase
(<= 500 Students) DataMate Live	District	707.63	721.78	2%
(501-1000 Students) DataMate Live	Student	1.42	1.45	2%
(1001-1500 Students) DataMate Live	Student	1.25	1.28	2%
(1501-2000 Students) DataMate Live	Student	0.95	.97	2%
(2001-3000 Students) DataMate Live	Student	0.79	.81	2%
(3001-4000 Students) DataMate Live	Student	0.70	.71	2%
(4001-6000 Students) DataMate Live	Student	0.55	.56	2%
(6001-8000 Students) DataMate Live	Student	0.51	.52	2%
(8001-10000 Students) DataMate Live	Student	0.45	.46	2%
(>10000 Students) DataMate Live	Student	0.33	.34	2%

Any additional charges that apply, estimate if necessary. Charges should be listed per application, per hour, per day, for example, and include an estimate for a total in each category.

	Initial Charge, Year 1 charges	On-going charge, maintenance	Increase
Additional components not covered in the above	On-site Training per Request at $1500.00 per day	On-site Training per Request at $1500.00 per day	0%
Implementation planning	N/A	N/A	
Other	Custom Programming per Request at $150.00 per Hour	Custom Programming per Request at $150.00 per Hour	0%

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[DataMate Elite *Describe the Product(s) to be provided by Vendor and Provide the Price List Here*]

SOLUTION	UNIT (Annual)	WNYRIC PRICE 2022-23	WNYRIC PRICE 2023-24	Increase
(<= 500 Students) DataMate Elite	District	2358.75	2405.93	2%
(501-1000 Students) DataMate Elite	Student	4.72	4.81	2%
(1001-1500 Students) DataMate Elite	Student	4.01	4.09	2%
(1501-2000 Students) DataMate Elite	Student	3.54	3.61	2%
(2001-3000 Students) DataMate Elite	Student	2.84	2.90	2%
(3001-4000 Students) DataMate Elite	Student	2.12	2.16	2%
(4001-6000 Students) DataMate Elite	Student	1.42	1.45	2%
(6001-8000 Students) DataMate Elite	Student	0.95	.97	2%
(8001-10000 Students) DataMate Elite	Student	0.70	.71	2%
(>10000 Students) DataMate Elite	Student	0.57	.58	2%

Any additional charges that apply, estimate if necessary. Charges should be listed per application, per hour, per day, for example, and include an estimate for a total in each category.

	Initial Charge, Year 1 charges	On-going charge, maintenance	Increase
Additional components not covered in the above	On-site Training per Request at $1500.00 per day	On-site Training per Request at $1500.00 per day	0%
Implementation planning	N/A	N/A	
Other	Custom Programming per Request at $150.00 per Hour	Custom Programming per Request at $150.00 per Hour	0%

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DataMate™ Assessment Services	UNIT	WNYRIC PRICE 2022-23	WNYRIC PRICE 2023-24	Increase
EVI-Developed Assessment Setup				
without modifications	Per Assessment	115.63	117.94	2%
with modifications	Per Assessment	231.25	235.88	2%
District-Developed Assessment Setup				
no formatting fee (camera-ready documents)	Per Assessment	115.63	117.94	2%
formatting fee (non-camera-ready documents)	Per Assessment	231.25	235.88	2%
Baseline Assessment Development				
Grades 3-5	Per Grade	323.75	330.23	2%
Grades 6-8	Per Grade	416.25	424.58	2%
Performance Evaluation Task	Per Task	231.25	235.88	2%
Unit Assessment Development				
Grades 3-5	Per Grade	277.50	283.05	2%
Grades 6-8	Per Grade	370.00	377.40	2%
Formative / Benchmark / Mid-Term Assessment Development				
Grades 2-5	Per Grade	370.00	377.4	2%
Grades 6-8	Per Grade	462.50	471.75	2%
Summative / EoY Assessment Development				
Grades 2-5	Per Grade	323.75	330.23	2%
Grades 6-8	Per Grade	416.25	424.58	2%
Degrees of Reading Power (DRP) Paper	Per Student	4.60	4.69	2%
Degrees of Reading Power (DRP) Online	Per Student	2.78	2.84	2%
NYS Practice Test Development				
Grades 3-5	Per Grade	555.00	566.10	2%

Grades 6-8	Per Grade	740.00	754.80	2%
Printing / Material				
Booklets	Per Student	2.78	2.84	2%
Answer Sheets & Labels	Per Student	0.93	.95	2%
Scoring				
Tier 1 (1-3 items)	Per Student / Assessment	3.70	3.77	2%
Tier 2 (4-6 items)	Per Student / Assessment	5.55	5.66	2%
Tier 3 (7-9 items)	Per Student / Assessment	7.40	7.55	2%
Tier 4 (10+ items)	Per Student / Assessment	9.25	9.44	2%
Data Collection (Scanning and Processing) **(For DataMate™ Live / ELITE Users)**	Per Student	0.93	.95	2%
Shipping (UPS Ground 1-2 Day Delivery)	Per Box	23.13	23.59	2%
Overnight Shipping (Varies per Location)	Per Box	TBD	TBD	TBD
Data File Uploads per Assessment	Per Student	0.93	.95	2%
If Student Count in File is Greater Than 100 (supplementary with the above item, not additional)	Per Assessment	92.50	94.35	2%
Answer Sheet Processing	Per Student	0.46	.47	2%

[Social Emotional Learning System (SELS) *Describe the Product(s) to be provided by Vendor and Provide the Price List Here*]

SOLUTION	UNIT (Annual)	WNYRIC PRICE 2022-23	WNYRIC PRICE 2023-24	Increase
(<= 500 Students) Social Emotional Learning System (SELS)	District	707.63	721.78	2%
(501-1000 Students) Social Emotional Learning System (SELS)	Student	1.42	1.45	2%
(1001-1500 Students) Social Emotional Learning System (SELS)	Student	1.25	1.28	2%

(1501-2000 Students) Social Emotional Learning System (SELS)	Student	0.95	.97	2%
(2001-3000 Students) Social Emotional Learning System (SELS)	Student	0.79	.81	2%
(3001-4000 Students) Social Emotional Learning System (SELS)	Student	0.70	.71	2%
(4001-6000 Students) Social Emotional Learning System (SELS)	Student	0.55	.56	2%
(6001-8000 Students) Social Emotional Learning System (SELS)	Student	0.51	.52	2%
(8001-10000 Students) Social Emotional Learning System (SELS)	Student	0.45	.46	2%
(>10000 Students) Social Emotional Learning System (SELS)	Student	0.33	.34	2%

Any additional charges that apply, estimate if necessary. Charges should be listed per application, per hour, per day, for example, and include an estimate for a total in each category.

	Initial Charge, Year 1 charges	On-going charge, maintenance	Increase
Additional components not covered in the above	On-site Training per Request at $1500.00 per day	On-site Training per Request at $1500.00 per day	0%
	US DoE School Climate Surveys Module $1000.00 per year unlimited access	US DoE School Climate Surveys Module $1000.00 per year unlimited access	0%
Implementation planning	N/A	N/A	N/A
Other	Custom Programming per Request at $150.00 per Hour	Custom Programming per Request at $150.00 per Hour	0%

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[AIMS *Describe the Product(s) to be provided by Vendor and Provide the Price List Here***]**

SOLUTION	UNIT (Annual)	WNYRIC PRICE 2022-23	WNYRIC PRICE 2023-24	Increase
(<= 500 Students) AIMS	District	707.63	721.78	2%
(501-1000 Students) AIMS	Student	1.42	1.45	2%
(1001-1500 Students) AIMS	Student	1.25	1.28	2%
(1501-2000 Students) AIMS	Student	0.95	.97	2%
(2001-3000 Students) AIMS	Student	0.79	.81	2%
(3001-4000 Students) AIMS	Student	0.70	.71	2%
(4001-6000 Students) AIMS	Student	0.55	.56	2%
(6001-8000 Students) AIMS	Student	0.51	.52	2%
(8001-10000 Students) AIMS	Student	0.45	.46	2%
(>10000 Students) AIMS	Student	0.33	.34	2%

Any additional charges that apply, estimate if necessary. Charges should be listed per application, per hour, per day, for example, and include an estimate for a total in each category.

	Initial Charge, Year 1 charges	On-going charge, maintenance	Increase
Additional components not covered in the above	On-site Training per Request at $1500.00 per day	On-site Training per Request at $1500.00 per day	0%
Implementation planning	N/A	N/A	0%
Other	Custom Programming per Request at $150.00 per Hour	Custom Programming per Request at $150.00 per Hour	0%

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[Teacher Evaluation and SLO Tracking 2020 *Describe the Product(s) to be provided by Vendor and Provide the Price List Here*]

SOLUTION	UNIT (Annual)	WNYRIC PRICE 2022-23	WNYRIC PRICE 2023-24	Increase
(<= 500 Students) StaffTrac	District	1887.00	1924.74	2%
(501-1000 Students) StaffTrac	Student	3.77	3.85	2%
(1001-1500 Students) StaffTrac	Student	3.30	3.37	2%
(1501-2000 Students) StaffTrac	Student	2.59	2.64	2%
(2001-3000 Students) StaffTrac	Student	1.89	1.93	2%
(3001-4000 Students) StaffTrac	Student	1.18	1.20	2%
(4001-6000 Students) StaffTrac	Student	0.95	.97	2%
(6001-8000 Students) StaffTrac	Student	0.70	.71	2%
(8001-10000 Students) StaffTrac	Student	0.57	.58	2%
(>10000 Students) StaffTrac	Student	0.47	.48	2%

Additional charges that apply, estimate if necessary. Charges should be listed per application, per hour, per day, for example, and include an estimate for a total in each category.

	Initial Charge, Year 1 charges	On-going charge, maintenance	Increase
Additional components not covered in the above	On-site Training per Request at $1500.00 per day	On-site Training per Request at $1500.00 per day	0%
Implementation planning	N/A	N/A	N/A
Other	Custom Programming per Request at $150.00 per Hour	Custom Programming per Request at $150.00 per Hour	0%
Danielson Full Rubric Module	WNYRIC Price - 23.59%	WNYRIC Price - 23.59%	0%

EXHIBIT B

[Describe the training services provided to BOCES. Include a sample agenda.]

EVI will configure the solution and link to any student management system(s) remotely through a WebEx session. Once this step is complete and all other customized settings are configured, then training may take place. EVI staff will provide initial training to RIC/BOCES personnel. Any additional training days or remote meetings will be provided at no additional charge. The train-the-trainer model will be used in an effort to increase RIC/BOCES value-add.

EVI will provide telephone, email, direct, Co-Browsing, and WebEx support technologies as necessary.

Total Time: 1-2 hours
Sample Agenda

Introductions and Agenda Review

Product Overview and Training Objectives

Logins, Passwords, and Permissions

Confirmation of Defaults and Configuration

Overview of Rubrics, Forms, and Settings

Instruction in the Use and Flow of the Product

Facilitate Training

Answer Questions and Provide Insights

Identify Next Steps

Revisit Direct Support Contact Information

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EXHIBIT C

[*Attach the tech specs from the RFP here*]

Requirements - Curriculum Developer™

The successful bidder will provide a solution that includes the components listed below. Items checked below must be currently operating in the package based on the version number indicated in section entitled Installation Base. If they have no response for an item, vendor must enter N/R and an explanation of why they have no response. If the solution does not include software please indicate that on the responses.

Please check all that apply to your application. Bidders are required to list any exceptions to our requirements as indicated below. Please explain each of the items listed below.

___√___ Explain how your solution allows schools to manage their curriculum.

Curriculum Developer™ (CD) houses a district's entire UPK-12th grade curriculum system within a user-friendly software platform that can be readily accessed from any web-based device. The CD system defines curriculum as teaching, learning and assessment existing within an integrated web. Principals, department heads, coordinators and teachers can develop, refine, and monitor curriculum pacing with the Year at a Glance (YaG) component that maps out each grade subject/course with estimated timelines of delivery. This ensures that similar grade and/or subject matter teachers are advancing through the curriculum as planned. A planning template provides the elements to be developed in the unit. It secures the standards, essential question, prerequisite skills, teaching points, vocabulary, differentiation, real-world connections and assessment. The unit framework establishes the delivery process based on lessons in the form of an introductory/motivational lesson to guided inquiry lessons to a culminating lesson. The YaG, Unit Planning and Unit Delivery Framework templates are fully customizable and promote on-going refinement and alignment of a district first curriculum. Supporting materials, formative and summative assessments and other documentation are housed in CD.

___√___ How does the solution assist with standards alignment? Describe how they are searchable.

All NYS Learning Standards in ELA, math, science, social studies, technology, art, music, social emotional learning, career and technical education, career development and occupational studies, computer science, Health/FACS and Physical Education are housed in Curriculum Developer™ (CD). The standards can easily be searched by grade and/or subject/course for quick retrieval and alignment with district curriculum. Aligning NYS Learning Standards with Unit Planning and Unit Delivery Frameworks either in a single subject or multiple subject format for interdisciplinary or SEL work can be readily accomplished with a few mouse clicks. All facets of the curriculum from assessments to supporting materials are aligned with the NYS Learning Standards in CD.

___√_ Explain the curriculum analytics available in your solution.

Curriculum Developer™ (CD) is based on the philosophy that a curriculum is an integrated system that is a "living document" that evolves over time with new insight and refinement. The analytics embedded in CD enable users to monitor curriculum pacing to ensure that all similar subjects and grade levels are moving student learning at the similar rates. CD has the Degrees of Reading Power (DRP) text analyzer that allows teachers to select appropriate content rigor and complexity that aligns to the learning standards. CD also has a student assessment module that analyzes student assessment performance resulting in personalized learning for better outcomes. It also allows teachers to store unlimited supporting materials, documents and assessments so that curriculum refinement can be readily achieved.

___√___ **supports multiple platforms**

Curriculum Developer™ (CD) supports multiple platforms and can be synced to any Student Information System.

___√___ **What types of reporting functionality is in the system?**

As a repository of a district's curriculum system, CD contains all the information necessary to report on the curricular status of each grade, subject, and course of study. It provides an overview as to the nature and focus of each grade, subject and course. Each course of study in the curriculum may be accessed to reveal its descriptions, listing of unit topics with timelines (pacing), and the flow of learning and assessment within each unit. CD reports by instructional unit display its content, instructional materials, assessments and internet resources. In addition, it reports the degree to which each unit lesson addresses State learning standards for all subjects and SEL benchmarks. CD may be displayed to an entire faculty for purposes of PD, progress checks, and general discussion.

___√___ **Describe the communication system within your solution.**

CD is a computerized curriculum system which allows individuals, as well as groups of educators, to develop and implement it, view it, discuss its feature, assess its effectiveness and make agreed upon modifications. In this manner, CD is a living system which has the power to bring staff together to strengthen instruction and student performance. Teachers may relate assessments results to instructional methodologies through shared, curriculum review sessions. CD promotes the notion of a common curriculum; thus, it supports teaching camaraderie and sharing to provide a high degree of learning equity for students.

___√___ **Explain how teachers, staff and admin can filter to see grade, subject or courses.**

CD provides protocols regarding who sees what in this computerized curriculum system. While teachers can access the entire system to observe matters of curricular mapping, alignment and articulation, they only have access to their grades, subjects and courses to modify and/or further develop any part of it. Specialists and administrators would have a higher degree of access with greater responsibility. The degree of access is determined by the district or school administration.

___√___ **Explain the search features in the solution.**

Teachers can search any part of the CD system, as well as conduct searches within the CD system. Any area in the CD system from unit searches to standards is all doable very easily. All elements within CD are searchable for teachers who may need access to content, instructional materials or other resources for purposes of replication or use on a smart board or other instructional device. CD is an open-resource system to enable staff to house all pertinent items within it to save time and expense.

___√___ **How can teachers track learning goals?**

Teachers can track learning goals through the degree of effective unpacking of State learning standards and assessment results from formative and summative assessments within CD. The unit framework provides a structure that links learning goals to lessons, standards and engaged student actions. CD reinforces systems thinking so that learning goals are inherently linked to related elements with the system.

___√___ **Describe how the solution assists with assessment planning.**

Because CD describes curriculum as teaching, learning and assessment within an integrated web, the need for effective assessment planning is a natural part of the curriculum system. In the process of developing units with carefully selected content, learning objectives and State standards, assessments are designed for lessons (formatives) and culminating the unit (summative). The interplay between teaching, learning and assessment provides a most effective pathway for creating powerful units of instruction. Also, in most instances, all assessments closely resemble NYS testing items, from multiple-choice to short-response and extended-response items with related scoring rubrics and guides. Assessment planning materials are housed within CD for staff to access. In addition, a unit check lists are used to gauge the quality of the unit with an emphasis on good assessment practice.

Requirements – DataMate Live

The successful bidder will provide a solution that includes the components listed below. Items checked below must be currently operating in the package based on the version number indicated in section entitled Installation Base. If they have no response for an item, vendor must enter N/R and an explanation of why they have no response. If the solution does not include software please indicate that on the responses.

Please check all that apply to your application. Bidders are required to list any exceptions to our requirements as indicated below. Please explain each of the items listed below.

___√___Describe the ONLINE PORTFOLIO areas that the solution serves

DATAMATE ONLINE PORTFOLIO serves the entire spectrum of a student's learning experience from academics, extra and co-curricular events to outside school experiences such as a Merit Badge Ceremony for Boy Scouts, Summer employment experiences that illuminate a child's entire learning journey.

__√___ Please explain and provide the research behind your solution

DATAMATE ONLINE PORTFOLIO was developed in consultation with Dr. Francesca Durant, Sage Colleges and Dr. Jason Wang, World Wide Learning CEO and with EVI senior researchers, Dr. Bruce Crowder and Bill Bouchard. Based on student portfolio assessment and multiple measures research (see list below), ONLINE PORFOLIO provides schools and teachers with a powerful solution to store, manage and report on student work and accomplishments over the child's entire educational career.

http://jfmueller.faculty.noctrl.edu/toolbox/portfolios.htm
http://www.ascd.org/publications/books/100046/chapters/Determining-the-Basics-of-Student-Portfolios.aspx
https://www.educationnext.org/portfolio-assessment/
https://www2.ed.gov/pubs/OR/ConsumerGuides/classuse.html
https://www.geneseo.edu/sites/default/files/sites/education/p12resources-portfolio-assessment.pdf
http://www.mcgillivray.org/kevin/downloads/CPS_PTLI/module4/MultipleMeasure.pdf
https://www.tandfonline.com/doi/abs/10.1080/00131880210135313

__√___ Provides flexibility for the accessibility of the solution

DATAMATE ONLINE PORTFOLIO is a web-based system that can be accessed from any computer, chrome book, laptop or tablet. It is compatible with: Safari, Internet Explorer version 10 or above, Mozilla Firefox and Chrome.

_√___Provides a computer or device-based method of gathering data

Student work is easily uploaded via scanning or downloading directly to portfolio files from any web=based computer or device.

___✓___ Provides extracts for data in a template format for loading into reporting systems (if applicable)

Offers several customizable data template report extracts. Additional reports, sorts, queries, and data-mining may be configured upon request.

___✓___Web-based solutions - support multiple browsers OR hosted solution

DATAMATE ONLINE PORTFOLIO is a web-based system that can be accessed from any computer, chrome book, laptop or tablet. It is compatible with: Safari, Internet Explorer version 10 or above, Mozilla Firefox and Chrome.

__✓___ Allows easy import of student data

Student data, evidence, videos and artifacts can be easily imported into ONLINE PROTFOLIO from any web-based computing system or device and the data can be stored for up to 26 years.

__✓___ Measures to ensure security of data

Physical Safeguards
Educational Vistas' solutions 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 *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 solution 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 solutions. The district also has the ability to change the level of access individuals have within the solutions. Normal access is solution 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 solutions provide.

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 solutions 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 solution, 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 solutions.

___√____ Provides easy to read and customizable reports

As a repository of a student's spectrum of learning experiences, ONLINE PROTFOLIO contains all the information necessary to report a student's learning through selected evidence and artifacts at each grade, subject, and/or course of study level. It provides an overview as determined by the student, teacher and parent to the nature and focus of each grade, subject and course learning experience that has been captured and stored. In addition, it reports the degree to which each artifact or learning evidence aligns to the NY State learning standards for all subjects and SEL benchmarks.

_____√___ Allows teachers, administrators, students and parents to monitor, graph, or view student progress on their portfolio

DATAMATE ONLINE PORTFOLIO is a web-based system that can be accessed from any computer, chrome book, laptop or tablet. It is compatible with: Safari, Internet Explorer version 10 or above, Mozilla Firefox and Chrome. Portfolios can be viewed and interacted with for editing/uploading and/or downloading through EVI's secure portal from any web-based computer and/or device. Monitoring student portfolio progress can be readily achieved with our Progress monitoring System that alerts teachers and parents if student action has not occurred on an as you set mode.

____√___ **Allows access of historical data**

Student data, evidence, videos and artifacts can be easily imported into ONLINE PROTFOLIO from any web-based computing system or device and the data can be stored for up to 26 years.

____√___ **The solution is aligned to the New York State Teaching Standards and Common Core.**

 DATAMATE ONLINE PORTFOLIO is aligned to the NYS NextGen and Common Core learning standards for all NYS curriculum and subject matter areas. Student work and artifacts can be arranged and stored by grade-level and/or alignment with the NYS learning standards.

Requirements – DataMate - DataMate Live - Elite

The successful bidder will provide a solution that includes the components listed below. Items checked below must be currently operating in the package based on the version number indicated in section entitled Installation Base. If they have no response for an item, vendor must enter N/R and an explanation of why they have no response. If the solution does not include software please indicate that on the responses.

Please check all that apply to your application. Bidders are required to list any exceptions to our requirements as indicated below. Please explain each of the items listed below.

___√___ **Explain how your solution provides remediation and individualized instruction**

DataMate's reading and writing solution provides remediation, support and personalized instruction for students based on their literacy skill level. The screening tools used to determine student literacy skill performance are powerful and research based. The Degrees of Reading Power (DRP) solution is a quick, simple measure of literacy skills, meant to measure a student's comprehension of text passages. DRP scores are precise, reliable indicators of student reading comprehension. On a scale of 1-100, DRP scores are aligned to grade-level entry and exit levels, so educators can use it as a screener, progress monitor and end-of-grade growth measure. The DRP solution identifies when students are not able to comprehend at their grade-level, enabling teachers to perform additional diagnostic testing and make well-informed instructional solutions.
The DATAMATE Writing report analysis features allows teachers to disaggregate student writing strengths and challenges from their NYS assessments. Teachers will relish the thought of providing their students with writing performance opportunities and prompts that are often not available within the content of the current curriculum. Constructed Response (CR) and Extended Response (ER) writing prompts will help guide students as they close their writing challenges.

____√___ **How does the solution support ELL & ESL students?**

DataMate™ software supports ELL & ESL students with language conversion software so that student assessments, reading passages and other content materials can realized in a child's home language.

___√___ **What learning intervention is available and how it is measured?**

DataMate™ Reading and Writing intervention generator provides ample learning interventions that reduce learning challenges. Report functionality allows teachers and parents to monitor and track student progress toward specific learning goals and objectives.

__√___supports multiple platforms

DATAMATE™ Reading and Writing software supports multiple platforms and can be synced for interoperability to any Student Information System.

__√____ What types of reporting functionality is in the system?

DATAMATE integrated assessment system provides immediate analysis for instructional interventions. Immediate Reporting functionality provides item level analysis, class profiles, individual student profiles, and comparisons. Assessment analysis is provided at the student, teacher, school, and district levels. Comparisons to similar or regional districts are also available.

__√____ Explain the types of assessments within the solution.

Our assessments are aligned to New York State learning standards framework and support the reinforcement of reading and writing skills needed for deeper content and knowledge application as well as success on NYS Regents examinations.

__√____ Describe the reporting features at district, school, class and student level.

Our assessments are aligned to New York State learning standards framework and support the reinforcement of reading and writing skills needed for deeper content and knowledge application as well as success on NYS Regents examinations.

__√____ How are the students tracked in the system and how are the results measured?

DATAMATE™ is a proven web-based solution for the identification, intervention enrollment, assessing, quarterly monitoring, tracking and reporting of students who require reading and/or writing intervention services. Results are measured and monitored in assessments that are aligned with the NYS NextGen ELA learning standards as well as the NYS Regents testing platform.

__√____ Is a screening tool available to accurately classify students into different levels?

Yes, DRP accurately screens and identifies students at their reading comprehension levels and offers instructional plans for student growth. Student writing analysis reports are derived from student constructed response and extended response NYS assessment items and are represented as student writing challenges and strengths.

__√____ Does the system provide end of year benchmarks to show student progress as compared to expected end of year levels.

DATAMATE™ Reading and Writing solution provides end of the year benchmarks to measure student progress, proficiency and growth toward the appropriate grade-level NYS Learning Standards.

___√___ Explain how the NYS standards are aligned in the system. Are they searchable?

DATAMATE Reading and Writing platform houses K-12th grade NYS NextGen Learning Standards in ELA and math as well as all other NYS Learning Standards for all subjects and grade levels in one easy location. This allows teachers to readily search for learning standards by grade-level and/or subject/course as well by topic or key word.

Requirements – Social Emotional Learning System (SELS)

The successful bidder will provide a solution that includes the components listed below. Items checked below must be currently operating in the package based on the version number indicated in section entitled Installation Base. If they have no response for an item, vendor must enter N/R and an explanation of why they have no response. If the solution does not include software please indicate that on the responses.

Please check all that apply to your application. Bidders are required to list any exceptions to our requirements as indicated below. Please explain each of the items listed below.

___√___ Describe the Social Emotional Learning solution

The Social Emotional Learning System (SELS) is a proven powerful web-based solution that is designed to provide each school and/or district with a system to manage and monitor the implementation of your students' social emotional development and well-being. This software solution provides a central database containing all required SEL elements necessary for school wide, classroom and individual student implementation. The NYS Social Emotional Learning Standards, suggested NYSED interdisciplinary SEL exemplars and guidelines, US DoE School Climate Surveys with customized reports and suggested SEL instructional shifts are all housed in SELS. The Multi-Tiered System of Supports (MTSS) component provides teachers and administrators with proven ready to use Tier I, II and III universal, targeted and intensive student intervention strategies. The MTSS model combines NYSEL goals with corresponding SEL Core Competencies in five intra and interpersonal skill areas within the CASEL model. A key feature provides for the importing of SED survey data from any existing platform enabling schools to maintain current individual student surveys or use their own. Longitudinal data sets can be easily imported and synced to the system.
Individual student SEL records can be created, maintained and archived across a student's educational career. Grade-level or cohort data can also be created and archived over time for easy access for planning and targeted school-wide interventions. A standard report generator provides numerous reports and analysis from the database. Administrators can regulate teacher and student support service access to ensure proper and effective use of student SEL information.

___√___Supports multiple platforms

Social Emotional Learning System (SELS) supports multiple platforms and can be synced to any Student Information System…

___√___ What types of reporting functionality is in the system?

As a repository of a district's Social Emotional Learning, SELS contains all the information necessary to report on SED data at the district, school, grade level or individual student level. It provides an overview as to the SEL focus of each grade, subject and course. Each course of study with an SEL extension in the curriculum may be accessed to reveal its descriptions, listing of topics with timelines (pacing), and the flow of SEL skill development. It reports the degree to which

each unit lesson addresses State learning standards for all subjects and SEL benchmarks. SELS may displayed to an entire faculty for purposes of PD, progress checks, and general discussion.

__√__ **Describe the educational areas that the solution serves**

All grades, courses and subjects UPK-12th grade

__√__ **Please explain and provide the research behind your solution**

Our Social Emotional Learning System (SELS) is built upon and supported by the most recent Social Emotional Development research in the field. The submitted reference and resource list includes research and work from the New York State Education Department, Universities, Foundations, nonprofit organizations and individual researchers whom have influenced and supported the development of our social emotional learning system.

Resources & References

https://casel.org/what-is-sel/

http://casel.org/wp-content/uploads/2016/01/2013-casel-guide-1.pdf

http://secondaryguide.casel.org/casel-secondary-guide.pdf

https://drive.google.com/file/d/0B4TFGrCDZckPOVdnaHdCQ2hxY0E/view?usp=sharing

https://www.aspeninstitute.org/news/press-releaase/national-commission-report-connect-social-emotional-academic-development/

https://drive.google.com/open?id=1cs4MK6YDxCskenT5_TCUBBuXNKeVTd1a

https://drive.google.com/open?id=1Luz3UNMk4qtNeh_Npz4OuCdsbvG7TD1W

http://mobile.edweek.org/c.jsp?cid=25920011&item=http%3A%2F%2Fapi.edweek.org%2Fv1%2Fblog%2F95%2Findex.html%3Fuuid%3D75324&utm_content=bufferb036b&utm_medium=social&utm_source=twitter.com&utm_campaign=buffer

https://drive.google.com/file/d/16SmnSLaRBKZnTsknmZq97UC1vQreHwY2/view?usp=sharing

http://www.casel.org/wp-content/uploads/2017/08/Sample-Teaching-Activities-to-Support-Core-Competencies-8-20-17.pdf

https://us8.campaign-archive.com/?u=48e838a6bdda9bc5cd2393a1c&id=b1e2a67f35

https://backend.edutopia.org/sites/default/files/2018-02/SEL%20Walkthrough%20Rubric%20.pdf

https://www.district287.org/uploaded/A_Better_Way/SEL_LiteracyListAcademicIntegration.pdf

https://casel.org/wp-content/uploads/2018/02/2018-State-Scan-FINAL.pdf

https://us8.campaign-archive.com/?u=48e838a6bdda9bc5cd2393a1c&id=b1e2a67f35
https://fs24.formsite.com/edweek/images/WP-McGraw-E.pdf

https://drive.google.com/file/d/1e-uvH1RYimWpQJEMCcupmRyrUIZYBi8q/view?usp=sharing

https://issuu.com/mm905/docs/egspbis_look-inside?e=5896725/53605400

https://education.mn.gov/MDE/dse/safe/clim/social/

https://fs24.formsite.com/edweek/images/WP-McGraw-E.pdf

http://www.sel4us.org/

http://www.casel.org/

http://www.aspensead.org/

http://www.secdlab.org/

http://www.edutopia.org/

http://www.schoolclimate.org/

__√__ **Provides flexibility for the accessibility of the solution**

SELS is a web-based system that can be accessed from any computer, chrome book, laptop or tablet. It is compatible with: Safari, Internet Explorer version 10 or above, Mozilla Firefox and Chrome. Information can be retrieved in many ways and district materials can be imported, from multiple sources.

__√__ **Allows easy import of student data**

SELS syncs with any existing platform and/or Student Information System allowing easy import of student data including historical data.

__√__ **Measures to ensure security of data**

Physical Safeguards
Educational Vistas' solutions and data are housed at TurnKey in Latham, NY 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 *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 are 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 solution 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 solutions. The district also has the ability to change the level of access individuals have within the solutions. Normal access is solution 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 solutions provide.

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 solutions 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 solution, 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 solutions.

SELS is designed on an "assigned rights" basis. The rights of any staff are the district's determination. Teachers have access to grade-level or subject information. A principal will most often have the right to see staff in their school or multiple schools, should administrators have multiple school assignments. Superintendents will have district wide access.

__√__ Provides easy to read and customizable reports (if applicable)

As a repository of a district's Social Emotional Learning, SELS contains all the information necessary to report on SED data at the district, school, grade level or individual student level. The reporting module has up to 12 different data reports and allows for customizable report creation as well. It provides an overview as to the SEL focus of each grade, subject and course. Each course of study with an SEL extension in the curriculum may be accessed to reveal its descriptions, listing of topics with timelines (pacing), and the flow of SEL skill development. It reports the degree to which each unit lesson addresses State learning standards for all subjects and SEL benchmarks. SELS may displayed to an entire faculty for purposes of PD, progress checks, and general discussion.

__√__ Tracks historical data (if applicable)

 SELS tracks and stores data for up to 26 years allowing for longitudinal studies and reviews.

__√__ The solution is aligned to the New York State Teaching Standards and Common Core.

The solution houses NYS Social Emotional Learning Standards and all other NYS Learning Standards for subjects and grade levels in one easy to location. This allows teachers to readily cross walk subject, course and/or grade level learning standards with social emotional skill competencies ensuring that SEL work is embedded in the school's learning solution.

Requirements – AIMS

The successful bidder will provide a solution that includes the components listed below. Items checked below must be currently operating in the package based on the version number indicated in section entitled Installation Base. If they have no response for an item, vendor must enter N/R and an explanation of why they have no response. If the solution does not include software please indicate that on the responses.

Please check all that apply to your application. Bidders are required to list any exceptions to our requirements as indicated below. Please explain each of the items listed below.

__√__ Explain how your solution provides remediation and individualized instruction

Teachers can create personalized learning plans for students and can monitor progress ensuring student learning success. Our Academic Intervention Management System is a proven web-based solution for the identification, intervention enrollment, assessing, quarterly monitoring, tracking and reporting of students who require social studies academic intervention services. The assessment module has thousands of k-8 social studies reading passages and assessment questions aligned to the K-12th grade social studies learning standards framework. The Regents assessment bank has over ten years of Regents examination questions easily searchable by topic, key word or standard. Teachers can create their own assessments or select from prepared pre and post grade specific assessments, benchmarking exams, mid-terms, finals and/or quizzes and unit tests. The K-12th grade learning standards and content are readily accessible for teacher and student viewing or downloading.

____✔___ **How does the solution support ELL & ESL students?**

AIMS™ software supports ELL & ESL students with language conversion software so that student assessments, reading passages and other content materials can realized in a child's home language.

____✔___ **What learning intervention is available and how it is measured?**

AIMS™ software allows teachers to personalize learning for each student. Teachers can select prepared learning interventions and strategies uniquely tailored to each's students social learning challenges and strengths. Student learning and the success of intervention strategies are easily identified, tracked and reported in the system.

___✔___ **Supports multiple platforms**

AIMS™ software supports multiple platforms and can be synced for interoperability to any Student Information software or system.

___✔___ **What types of reporting functionality is in the system?**

AIMS™ integrated multifaceted system provides immediate analysis for instructional interventions. Immediate Reporting functionality provides item level analysis, class profiles, individual student profiles, and comparisons. Assessment analysis is provided at the student, teacher, school, and district levels.

Comparisons to similar or regional districts are also available. The key to today's complex educational shift is the ability to directly link student and teacher data.

____✔___ **Explain the types of assessments within the solution.**

Our assessments are aligned to New York State socials studies learning standards framework and support the reinforcement of skills needed for deeper content and knowledge application. All assessments are designed in collaboration with highly qualified educators at EVI. Items are developed to be valid for the content to be attained and reliable across appropriate student populations. Our pre and post, interim, summative, and benchmark assessments provide needed information on item and whole test rigor, test mapping, and each social studies learning standard to which items are aligned.

___✔___ **Describe the reporting features at district, school, class and student level.**

AIMS integrated assessment system provides immediate analysis for instructional interventions. Immediate Reporting functionality provides item level analysis, class profiles, individual student profiles, and comparisons. Assessment analysis is provided at the student, teacher, school, and district levels. Comparisons to similar or regional districts are also available. The key to today's complex educational shift is the ability to directly link student and teacher data.

___✔___ **How are the students tracked in the system and how are the results measured?**

AIMS™ is a proven web-based software solution for the identification, intervention enrollment, assessing, quarterly monitoring, tracking and reporting of students who require social studies academic intervention services. Results are measured and monitored in assessments that are aligned with the NYS social studies learning standards.

__✓___ **Is a screening tool available to accurately classify students into different levels?**

Prepared social studies benchmark assessments provide insights through our analysis reports with how well students are in progressing through the social studies learning standards and curriculum. Personalized learning plans are then developed from these data reports.

__✓___ **Explain how the NYS standards are aligned in the system. Are they searchable?**

The solution houses K-12th grade NYS Social Studies Learning Standards and all other NYS Learning Standards for all subjects and grade levels in one easy location. This allows teachers to readily search for learning standards by grade-level and/or subject/course. Assessment questions are cross-walked to the standards allowing for key word or topic searches ensuring test questions are aligned to the learning standards.

Requirements – StaffTrac Teacher Evaluation and SLO Tracking 2020

The successful bidder will provide a solution that includes the components listed below. Items checked below must be currently operating in the package based on the version number indicated in section entitled Installation Base. If they have no response for an item, vendor must enter N/R and an explanation of why they have no response. If the solution does not include software please indicate that on the responses.

Please check all that apply to your application. Bidders are required to list any exceptions to our requirements as indicated below. Please explain each of the items listed below.

__✓__ **Describe your workflow/approval process**

StaffTrac is designed around a scheduling / calendar process. Since so much of the APPR process is about scheduling events, the program schedules events, tracks them and sends out calendar invitations on any announced event. Unannounced events just go to the person who is the observer. On an announced event the person being evaluated has the ability to not accept the event, in which case the observer receives a notice to reschedule the event. The program has a full observation scheduler which is color coded so the status of the observations for each person in the district can be easily assessed. The program also supports electronic signatures on documents to save paper within the district. There also is the ability for Staff and Evaluators to "certify" an observation event to mark it complete. Reports can then be run based on the status.

__✓__ **Describe how your solution addresses evaluation and SLO elements**

StaffTrac is designed to assist BOCES and districts implement their observation processes efficiently. StaffTrac is programmed so that all rubrics are "built" according to district specifications. All domains, components, elements or performance indicators are configured according to the districts preferred standard operating procedures. StaffTrac adds functionality to the entire observation process.

Each area of a rubric has an Evidence and Recommendation, inter rater notes *function,* in which evaluators enter in information as they conduct classroom observations. (Attachment A) Each domain has a scripting area for evaluators to type into. There is also a text box at the bottom of the rubric forms for large amounts of typing. (Attachment B) Each of these text boxes has full word processing capabilities including, spell check. A highly valued function that we have designed is the ability to automatically highlight sections of text and then with one click have the text copy or move to the

appropriate domain or element. You can also highlight and move or copy to multiple elements. This short cut provides evaluators with an alternative to cutting and pasting commands. Educators may have considerable text to move, which is a cumbersome task using cut/paste commands. Being able to just select the text and move it to the appropriate domain has saved hours of time. In addition to the added rubric functions, StaffTrac incorporates a fully automatic scoring process for observations. (Attachment B) Scores from State Growth measures, SLOs, portfolios, artifacts and local measures are used to calculate the composite score. StaffTrac then aligns the composite scores to district HEDI conversions scales to produce a fully functioning extract for submission to SED's SIRS portal. ***Educational Vistas is an approved vendor for uploads to SIRS.***

StaffTrac automatically saves all work in as evaluators move between different areas of the rubric. It saves work when connectivity is lost and prompts staff to manually save the work when connectivity returns. The work of evaluators and teachers is too time intensive and high stakes to afford possibilities for losing information and data. Educational Vistas has worked with districts and schools for over 25 years and is committed to ensuring that district data and information is safe and secure. All of our solutions meet the security levels of bank transactions.
Educational Vistas also is committed to the concept that district data is their data. Reports are available in EXCEL and PDF formats, and that data at any time is extracted for the district purposes.
Observations may be printed several ways and for several uses. Many districts have requested that the printout include an electronic signature, language specific to the district and date stamped. The program also supports the ability to build custom print layouts to match district created negotiated forms. This is available for each form, Rubric, and Worksheet.

__√__ **Define how multi-teacher (co-teachers) and group SLOs are handled in the system (if applicable)**
StaffTrac has a Group Student performance builder that allows the district to setup a SLO, and attach it to multiple teachers.   The SLO has the same abilities to calculate targets as the individual SLO builder. Just like the individual builder you can specify if the SLO is used as a Transition SLO, or Regular Group SLO. Once the target scores calculation is established, the program lets you add teachers to the Group SLO.   Teachers can be selected in multiple ways, by Course, by School, All Schools, etc. The program then has the ability to choose if the teacher receives the group score, is just a contributor, as well as how the SLO will be calculated. The defaults are weighted average of students.

__√__ **What types of reporting functionality is in the system?**
StaffTrac has 30 plus reports available. There are reports on the status of the observations, Average Scores given on observation, Date and time modified reports, SLO reports, Extract reports for level zero, Staff Snap Shot report, Evaluation History Reports, Staff Tenure report, Staff Evaluation Rating Report, as well as the ability to down load a SQL database and build additional reports on their own.
__√__ **Allows easy import/export of data**
Reports are available in EXCEL and PDF formats, and that data at any time is extracted for the district purposes. StaffTrac also gives the district the ability to download a complete SQL database of all their information if they want to just store information on their own, or write some custom extract on specific data.

__√__ **Provides flexibility for the accessibility of the solution**

StaffTrac is a web-based system that can be accessed from any computer, chrome book, laptop or tablet. It is compatible with: Safari, Internet Explorer version 10 or above, Mozilla Firefox and Chrome. Information can be retrieved in many ways and district materials can be imported, from multiple sources.

__√__ **Allows easy import of student data**

StaffTrac syncs with any existing platform and/or Student Information System allowing easy import of student data including historical data.

√ Describe the reporting features at district, school, and teacher level.

StaffTrac provides reports to Teachers, School Level personnel, and District personnel. The security within the system restricts what data someone can see. A teacher for example can see just themselves, a principal can view teachers they observe in their school, a District Admin can view all schools. Also, there are restrictions so a Principal for example, can't view another principal's observation.

√ Explain the ease of linking supporting documentation.

APPR in New York is highly prescriptive yet requires districts to negotiate their own unique processes. Many district processes provide for a great deal of teacher input and participation. Types of teacher involvement in APPR are as follow:

-completion of pre observation questions and submission of corresponding planning documents,

- ability to add teacher evidence to observation instruments,

- submission of videos,

-select and upland evidence into portfolios as a component for the districts composite score,

- develop SLO,

- entry of student pre and post test scores and

-post observation reflections

Each of the above requires teachers and principals to be able to import their data and organize it is functional ways to make the APPR systems more efficient. StaffTrac users will find multiple ways to import data. The program has the ability to upload data from multiple sources and has no overall capacity limit. Videos may be up to 100 mb. for each file. Any Excel file, word document or video may be uploaded into StaffTrac. Student scores from pre and post assessment may be uploaded or entered directly for automatic scoring and tracking progress toward meeting SLOs targets.

√ What rubrics are loaded into the system? How can districts have access to other rubrics?

Educational Vista's staff has electronically configured NYS approved rubrics for use in the Observation module. By placing the rubrics in an electronic platform and adding various functionalities, the observation process is highly educator friendly. Administrators may add comments, evidence and recommendations in many compartments of the customize rubric. Principals may score the evaluations within the program. The rubric may be customized to address each district unique process. Educational Vistas works with districts to electronically mirror their current process. Our staff and programmers design each rubric according to their specifications. Vendor restrictions are observed.

Teachers easily access the observation when it is ready for review. The evaluator releases the observation electronically, at which time the teacher receives an email notice that their observation is ready for review. The teacher opens the

evaluation from their StaffTrac log in page, ensuring a highly confidential and secure system. Depending on district preferences, teachers can add evidence or make additional comments, using the same tool that the evaluator uses. The evaluator may then view the newly added information easily.

In 2020, EVI partnered with Danielson to allow the additional purchase of the Danielson Module, including the proprietary historical, current, and future rubrics for utilization and general access to StaffTrac licensees.

__√__   Describe how the system allows for weighing of rubric categories.

Composite and component scores (observations, State Growth and Local Measures) are calculated automatically, maintained and easily accessed. As evaluators conduct and score observations within StaffTrac, scores are automatically pulled and integrated into a worksheet. Further, the scores are automatically aligned with the district HEDI conversions and provide teachers' effectiveness rating. (Attachment G)

Teachers may view their observation, SLOs, scores, portfolios etc. They may see all of that information from previous years. Principals and administrators may see whole buildings or district views and may see archived data and information. All levels of teacher and performances are tracked, over multiple years and available in multiple views and reports.

__√__   Supports multiple platforms?

Since StaffTrac is a browser-based program, there is nothing to install. It works within the browsers on any platform.

If there are additional features that your solution has please detail them. Calendar/Scheduling Function StaffTrac is designed to assist educators to manage the entire APPR processes in a systematic way. StaffTrac has a fully functioning calendaring function that allows evaluators to schedule all APPR events. When an observation is scheduled, a meeting notice to the teacher is sent using an ICS process. If the observation is unannounced the evaluator is sent an appointment, but the teacher does **not** receive the notification. Each APPR event is maintained on an electronic calendar free of personal or extraneous events. A secure calendar function is needed for this massive evaluation process, which requires multiple meetings and conferences. Principals often have over 500 meetings a month related to APPR. On calendars that district have been using here is no easy way to efficiently pull out APPR specific events and certainly not over multiple years. It was obvious from working with districts, that adding APPR events to their already full calendars was not effective. Administrators were spending far too much time locating the dates of events and managing time constraints. Current systems are also very problematic for districts in the event of an appeal or questions regarding the occurrences of APPR events. Each scheduled, cancelled, reschedule event in StaffTrac is tracked and ready for district audit. Each event has the ability to enter a note of explaining reasons that observation did not occur, such snow days or teacher/ evaluator illness. However, StaffTrac uses the districts or BOCES own email systems for meeting notifications and verification. When observation meetings are scheduled, teachers and principals receive an email (using district email systems) notice indicating the need to accept the meeting. The meeting acceptance goes back automatically to StaffTrac and is placed on the electronic calendar.

Professional Development Module

StaffTrac has a fully developed Professional Development module. Professional development is directly related to the entire teacher/principal process. StaffTrac professional development module allows teachers and administrators to create,

track and calculate hours. It has approval paths for managing professional development and the ability to create rosters for use at the professional development events. School districts using StaffTrac find this module very useful and very easy to use as they can reference and find recommendations made during observations or as a result of SLO target. The program is able to print certificates, has approval paths, District Catalogue, it calculates CTLE, and ENL hours for each teacher. It also has the ability to track Graduate hours if needed. Teachers are able to print out historical PD, going back up to 26 years.

Staff Resource Module

Many districts do not have extensive Human Resource software. To assist such districts, StaffTrac has a Staff Information module that contains all staff ids, hire dates, tenure dates, certifications, work history and much more. This information has been valuable to administrators who may need to work on evaluations at cites not located within the district and need immediate access to the information to complete evaluations.

SLO Developer

The SLO process is sophisticated and very well received by districts. Teachers and administrators can design fully functioning SLOs with in StaffTrac. Once required texts and targets are established, StaffTrac acts as a calculator for determining if the SLOs target was met and looking up the percentage that met the target on the appropriate HEDI scale. This is accomplished by pulling student pre and post results from multiple sources very simply and then use the program to determine target attainment. Individual or Group SLOs may be developed and each student/teacher linkage is correctly assigned.

SLOs may be archived over multiple years allowing districts to access reports in StaffTrac that provide year to year (or base year to current year) comparisons and correlations.

Supplement to

MASTER LICENSE AND SERVICES AGREEMENT
(Term Ending June 30, 2026)

Educational Vistas, Inc. having its principal offices at *2200 Maxon Rd. Ext., Schenectady, NY 12308*, and Board of Cooperative Educational Services for the First Supervisory District, Erie County having its principal offices at 355 Harlem Road, West Seneca, NY 14224 ("Erie 1 BOCES"), have entered into a Master License and Services Agreement, the term of which ends June 30, 2026 (the "Agreement"). By this Supplement, *Educational Vistas, Inc.* and Erie 1 BOCES wish to provide for the potential purchase of *Curriculum Developer, DataMate, Assessment Services, Assessments, Social Emotional and Learning System, AIMS, and StaffTrac* licenses and services by other Board of Cooperative Educational Services (BOCES) in the State of New York (intermediate units of the NYS Education Department) on the same terms and conditions.

Educational Vistas, Inc. agrees to honor the pricing in Exhibit A only for the BOCES that adopt the contract at their Boards of Education. If a RIC or BOCES has not adopted the resolution *Educational Vistas, inc.* may not extend the same or lesser pricing than has been set forth in Exhibit A. Lower prices will not be offered to school districts/BOCES/RICs in NY state. Vendors may utilize national promotions or sales within the state of New York and those prices would be extended through the contract after the approval of Michelle Okal-Frink or her designee. Special pricing for specific BOCES or RICs is not allowable under this contract. In order to streamline procurement, Vendors will maintain a single statewide agreement. This means the same products would not be found on other state wide consortium agreements including 6360 Instructional Technology Consortium, 7710 RIC Consortium, 5877 Distance Learning Consortium, or 6316 DREAM.

Erie 1 BOCES and *Educational Vistas, Inc.* hereby agree:

1. From time to time during the term of the Agreement, another BOCES in New York State (an "Other BOCES") may adopt a Board of Education resolution that permits Erie 1 BOCES to represent the Other BOCES' interests and to enter into the Agreement on behalf of the Other BOCES.

2. The Other BOCES shall purchase under the Agreement by issuing an Addendum in the form of a Board resolution, appropriately amended to reflect that the Other BOCES is the purchaser. By issuing that Addendum, the Other BOCES will agree to be bound by all of the terms of the Agreement with respect to its purchase thereunder.

IN WITNESS WHEREOF, the parties have signed this Supplement to Agreement.

Erie 1 Board of Cooperative Educational Services

By: _James Fregelette_____
      9AEB9EED72B74AB...
     Authorized Signature

Name: ___James Fregelette_____

Title: Executive Director_____

Address: 355 Harlem Rd _____

West Seneca, NY 14224 _____

Educational Vistas, Inc.

By: _____
      3D2D2BA1E3F449C...
     Authorized Signature

Name: Lukas J. Crowder_____

Title: C.F.O._____

Address: 2200 Maxon Rd, Extension,

Schenectady, NY 12308_____

wnyric
www.wnyric.org
Erie 1 BOCES Education Campus • 355 Harlem Road • West Seneca, NY 14224-1892

erie boces

Date: 5/18/2023

EXHIBIT D

DATA SHARING AND CONFIDENTIALITY AGREEMENT

INCLUDING
PARENTS BILL OF RIGHTS FOR DATA SECURITY AND PRIVACY
AND
SUPPLEMENTAL INFORMATION ABOUT THE MLSA

1. **Purpose**

    (a) This Exhibit supplements the Master License and Service Agreement ("MLSA") to which it is attached, to ensure that the MLSA conforms to the requirements of New York State Education Law Section 2-d and any implementing Regulations of the Commissioner of Education (collectively referred to as "Section 2-d"). This Exhibit consists of the terms of this Data Sharing and Confidentiality Agreement, a copy of Erie 1 BOCES' Parents Bill of Rights for Data Security and Privacy signed by the Vendor, and the Supplemental Information about the MLSA that is required to be posted on Erie 1 BOCES' website.

    (b) To the extent that any terms contained within the MLSA, or any terms contained within any other Exhibits attached to and made a part of the MLSA, conflict with the terms of this Exhibit, the terms of this Exhibit will apply and be given effect. In the event that Vendor has online or written Terms of Service ("TOS") that would otherwise be applicable to its customers or users of its Product that is the subject of the MLSA, to the extent that any term of the TOS conflicts with the terms of this Exhibit, the terms of this Exhibit will apply and be given effect.

2. **Definitions**

    Any capitalized term used within this Exhibit that is also found in the MLSA will have the same definition as contained within the MLSA.

    In addition, as used in this Exhibit:

    (a) "Student Data" means personally identifiable information, as defined in Section 2-d, from student records that Vendor receives from a Participating Educational Agency pursuant to the MLSA.

    (b) "Teacher or Principal Data" means personally identifiable information relating to the annual professional performance reviews of classroom teachers or principals that is confidential and not subject to release under the provisions of New York Education Law Sections 3012-c or 3012-d, that Vendor receives from a Participating Educational Agency pursuant to the MLSA.

    (c) "Protected Data" means Student Data and/or Teacher or Principal Data to the extent applicable to Vendor's Product.

    (d) "Participating Educational Agency" means a school district within New York State that purchases certain shared instructional technology services and software through a Cooperative Educational Services

Agreement with a BOCES, and as a result is licensed to use Vendor's Product pursuant to the terms of the MLSA. For purposes of this Exhibit, the term also includes Erie 1 BOCES or another BOCES that is licensed to use Vendor's Product pursuant to the MLSA to support its own educational programs or operations.

3.   **Confidentiality of Protected Data**

(a) Vendor acknowledges that the Protected Data it receives pursuant to the MLSA may originate from several Participating Educational Agencies located across New York State, and that this Protected Data belongs to and is owned by the Participating Educational Agency from which it originates.

(b) Vendor will maintain the confidentiality of the Protected Data it receives in accordance with federal and state law (including but not limited to Section 2-d) and Erie 1 BOCES's policy on data security and privacy. Vendor acknowledges that Erie 1 BOCES is obligated under Section 2-d to adopt a policy on data security and privacy.. Erie 1 BOCES will provide Vendor with a copy of its policy. Vendor and Erie 1 BOCES agree to engage in good faith negotiations to modify this Data Sharing Agreement to the extent necessary to ensure Vendor's continued compliance with Section 2-d.

4.   **Data Security and Privacy Plan**

Vendor agrees that it will protect the confidentiality, privacy and security of the Protected Data received from Participating Educational Agencies in accordance with Erie 1 BOCES' Parents Bill of Rights for Data Privacy and Security, a copy of which has been signed by the Vendor and is set forth below.

Additional elements of Vendor's Data Security and Privacy Plan are as follows:

(a) In order to implement all state, federal, and local data security and privacy requirements, including those contained within this Data Sharing and Confidentiality Agreement, consistent with Erie 1 BOCES' data security and privacy policy, Vendor will: Review its data security and privacy policy and practices to ensure that they are in conformance with all applicable federal, state, and local laws and the terms of this Data Sharing and Confidentiality Agreement. In the event Vendor's policy and practices are not in conformance, the Vendor will implement commercially reasonable efforts to ensure such compliance.

(b) In order to protect the security, confidentiality and integrity of the Protected Data that it receives under the MLSA, Vendor will have the following reasonable administrative, technical, operational and physical safeguards and practices in place throughout the term of the MLSA: [Insert here – also provide a copy of Data Security and Privacy Plan]

Data Security and Privacy Plan

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 *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.

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.

(c) Vendor will comply with all obligations set forth in Erie 1 BOCES' "Supplemental Information about the MLSA" below.

(d) For any of its officers or employees (or officers or employees of any of its subcontractors or assignees) who have access to Protected Data, Vendor has provided or will provide training on the federal and state laws governing confidentiality of such data prior to their receiving access, as follows: Annually, Vendor will require that all of its employees (or officers or employees of any of its subcontractors or assignees) undergo data security and privacy training to ensure that these individuals are aware of and familiar with all applicable data security and privacy laws.

(e) Vendor [*check one*] _____will __x___will not utilize sub-contractors for the purpose of fulfilling one or more of its obligations under the MLSA. In the event that Vendor engages any subcontractors, assignees, or other authorized agents to perform its obligations under the MLSA, it will require such subcontractors, assignees, or other authorized agents to execute written agreements as more fully described in Erie 1 BOCES' "Supplemental Information about the MLSA," below.

(f) Vendor will manage data security and privacy incidents that implicate Protected Data, including identifying breaches and unauthorized disclosures, and Vendor will provide prompt notification of any breaches or unauthorized disclosures of Protected Data in accordance with Section 6 of this Data Sharing and Confidentiality Agreement.

(g) Vendor will implement procedures for the return, transition, deletion and/or destruction of Protected Data at such time that the MLSA is terminated or expires, as more fully described in Erie 1 BOCES' "Supplemental Information about the MLSA," below.

5. **Additional Statutory and Regulatory Obligations**

Vendor acknowledges that it has the following additional obligations with respect to any Protected Data received from Participating Educational Agencies, and that any failure to fulfill one or more of these statutory or regulatory obligations shall be a breach of the MLSA and the terms of this Data Sharing and Confidentiality Agreement:

(a) Limit internal access to education records to those individuals that are determined to have legitimate educational interests within the meaning of Section 2-d and the Family Educational Rights and Privacy Act (FERPA).

(b) Limit internal access to Protected Data to only those employees or subcontractors that need access in order to assist Vendor in fulfilling one or more of its obligations under the MLSA.

(c) Not use education records for any purposes other than those explicitly authorized in this Data Sharing and Confidentiality Agreement.

(d) Not disclose any personally identifiable information to any other party, except for authorized representatives of Vendor using the information to carry out Vendor's obligations under the MLSA, unless:

    (i) the parent or eligible student has provided prior written consent; or
    (ii) the disclosure is required by statute or court order and notice of the disclosure is provided to Participating Educational Agency no later than the time of disclosure, unless such notice is expressly prohibited by the statute or court order.

(e) Maintain reasonable administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of personally identifiable student information in its custody;

(f) Use encryption technology that complies with Section 2-d, as more fully set forth in Erie 1 BOCES' "Supplemental Information about the MLSA," below.

(g) Provide notification to Erie 1 BOCES (and Participating Educational Agencies, to the extent required by, and in accordance with, Section 6 of this Data Sharing and Confidentiality Agreement) of any breach of security resulting in an unauthorized release of Protected Data by Vendor or its assignees or subcontractors in violation of state or federal law or other obligations relating to data privacy and security contained herein.

(h) Promptly reimburse Erie 1 BOCES, another BOCES, or a Participating School District for the full cost of notification, in the event they are required under Section 2-d to notify affected parents, students, teachers or principals of a breach or unauthorized release of Protected Data attributed to Vendor or its subcontractors or assignees.

6.   **Notification of Breach and Unauthorized Release**

(a) Vendor shall promptly notify Erie 1 BOCES of any breach or unauthorized release of Protected Data in the most expedient way possible and without unreasonable delay, but no more than seven (7) calendar days after Vendor has discovered or been informed of the breach or unauthorized release.

(b) Vendor will provide such notification to Erie 1 BOCES by contacting Michelle Okal-Frink directly by email at mokal@e1b.org, or by calling (716) 821-7200 (office) or (716) 374-5460 (cell).

(c) Vendor will cooperate with Erie 1 BOCES and provide as much information as possible directly to Michelle Okal-Frink or her designee about the incident, including but not limited to: a description of the incident, the date of the incident, the date Vendor discovered or was informed of the incident, a

description of the types of personally identifiable information involved, an estimate of the number of records affected, the Participating Educational Agencies affected, what the Vendor has done or plans to do to investigate the incident, stop the breach and mitigate any further unauthorized access or release of Protected Data, and contact information for Vendor representatives who can assist affected individuals that may have additional questions.

(d) Vendor acknowledges that upon initial notification from Vendor, Erie 1 BOCES, as the educational agency with which Vendor contracts, has an obligation under Section 2-d to in turn notify the Chief Privacy Officer in the New York State Education Department ("CPO"). Vendor shall not provide this notification to the CPO directly. In the event the CPO contacts Vendor directly or requests more information from Vendor regarding the incident after having been initially informed of the incident by Erie 1 BOCES, Vendor will promptly inform Michelle Okal-Frink or her designees.

(e) Vendor will consult directly with Michelle Okal-Frink or her designees prior to providing any further notice of the incident (written or otherwise) directly to any other BOCES or Regional Information Center, or any affected Participating Educational Agency.

EXHIBIT D (CONTINUED)

PARENTS BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY

Erie 1 BOCES is committed to protecting the privacy and security of student, teacher, and principal data. In accordance with New York Education Law § 2-d, the BOCES wishes to inform the community of the following:

(1) A student's personally identifiable information cannot be sold or released for any commercial purposes.
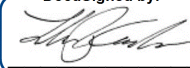
(2) Parents have the right to inspect and review the complete contents of their child's education record.

(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.nysed.gov/data-privacy-security/student-data-inventory**, 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.

(5) Parents have the right to have complaints about possible breaches of student data addressed. Complaints should be directed in writing to the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, New York 12234. Complaints may also be submitted using the form available at the following website **http://www.nysed.gov/data-privacy-security/report-improper-disclosure**.

BY THE VENDOR:

DocuSigned by:

_____
3D2D2BA1E3F449C...
Signature

Lukas J. Crowder
Printed Name

CFO
_____
Title

5/18/2023
_____
Date

EXHIBIT D (CONTINUED)

SUPPLEMENTAL INFORMATION

ABOUT THE MASTER LICENSE AND SERVICE AGREEMENT
BETWEEN
ERIE 1 BOCES AND [*EDUCATIONAL VISTAS, INC.*]

Erie 1 BOCES has entered into a Master License and Service Agreement ("MLSA") with [*Educational Vistas, inc.*] which governs the availability to Participating Educational Agencies of the following Product(s):

[Curriculum Developer™, DataMate Live, DataMate-DataMate Live-Elite, Social Emotional Learning System (SELS), AIMS, Teacher Evaluation and SLO Tracking 2020]

Pursuant to the MLSA, Participating Educational Agencies may provide to Vendor, and Vendor will receive, personally identifiable information about students, or teachers and principals, that is protected by Section 2-d of the New York State Education Law ("Protected Data").

Exclusive Purpose for which Protected Data will be Used: The exclusive purpose for which Vendor is being provided access to Protected Data is to provide Participating Educational Agencies with the functionality of the Product(s) listed above. Vendor agrees that it will not use the Protected Data for any other purposes not explicitly authorized in the MLSA. Protected Data received by Vendor, or any of Vendor's subcontractors, assignees, or other authorized agents, will not be sold, or released or used for any commercial or marketing purposes.

Oversight of Subcontractors: In the event that Vendor engages subcontractors, assignees, or other authorized agents to perform one or more of its obligations under the MLSA (including any hosting service provider), it will require those to whom it discloses Protected Data to execute legally binding agreements acknowledging the obligation under Section 2-d of the New York State Education Law to comply with the same data security and privacy standards required of Vendor under the MLSA and applicable state and federal law. Vendor will ensure that such subcontractors, assignees, or other authorized agents abide by the provisions of these agreements by: [*EVI will not utilize Subcontractors*]

Duration of MLSA and Protected Data Upon Expiration:

- The MLSA commences on July 1, 2023 and expires on June 30, 2026.
- Upon expiration of the MLSA without renewal, or upon termination of the MLSA prior to expiration, Vendor will securely delete or otherwise destroy any and all Protected Data remaining in the possession of Vendor or its assignees or subcontractors or other authorized persons or entities to whom it has disclosed Protected Data. If requested by Erie 1 BOCES and/or any Participating Educational Agency, Vendor will assist a Participating Educational Agency in exporting all Protected Data previously received back to the Participating Educational Agency for its own use, prior to deletion, in such formats as may be requested by the Participating Educational Agency.
- In the event the Master Agreement is assigned to a successor Vendor (to the extent authorized by the Master Agreement), the Vendor will cooperate with Erie 1 BOCES as necessary to transition Protected Data to the successor Vendor prior to deletion.

- Neither Vendor nor any of its subcontractors or other authorized persons or entities to whom it has disclosed Protected Data will retain any Protected Data, copies, summaries or extracts of the Protected Data, or any de-identified Protected Data, on any storage medium whatsoever. Upon request, Vendor and/or its subcontractors or other authorized persons or entities to whom it has disclosed Protected Data, as applicable, will provide Erie 1 BOCES with a certification from an appropriate officer that these requirements have been satisfied in full.

Challenging Accuracy of Protected Data: Parents or eligible students can challenge the accuracy of any Protected Data provided by a Participating Educational Agency to Vendor, by contacting the student's district of residence regarding procedures for requesting amendment of education records under the Family Educational Rights and Privacy Act (FERPA). Teachers or principals may be able to challenge the accuracy of APPR data provided to Vendor by following the appeal process in their employing school district's applicable APPR Plan.

Data Storage and Security Protections: Any Protected Data Vendor receives will be stored on systems maintained by Vendor, or by a subcontractor under the direct control of Vendor, in a secure data center facility located within the United States. The measures that Vendor will take to protect Protected Data include adoption of technologies, safeguards and practices that align with the NIST Cybersecurity Framework and industry best practices including, but not necessarily limited to, disk encryption, file encryption, firewalls, and password protection.

Encryption of Protected Data: Vendor (or, if applicable, its subcontractors) will protect Protected Data in its custody from unauthorized disclosure while in motion or at rest, using a technology or methodology specified by the secretary of the U.S. Department of HHS in guidance issued under Section 13402(H)(2) of P.L. 111-5.