

Section 1: Does the Third-Party Contractor have access to student data and/or teacher or principal data as those terms are defined by law?

X Yes

Please complete Sections 2, 3 and 4

€ No

Please complete Section 3

Section 2: Supplemental Information Details

Third-Party Contractors subject to New York Education Law § 2-d – please complete the table below

SUPPLEMENTAL INFORMATION ELEMENT	SUPPLEMENTAL INFORMATION
Please list the exclusive purpose(s) for which the student data or teacher or principal data will be used by the third-party contractor, as defined in the contract (or list the section(s) in the contract where this information can be found)	Please see Pear Deck's Privacy Policy (available at https://www.peardeck.com/privacy-policy) listing the exclusive purposes for which the Student Data will be used by Pear Deck.
Please list how the contractor will ensure that any other entities with which it shares the protected data, if any, will comply with the data protection and security provisions of law, regulation and this contract (or list the section(s) in the contract where this information can be found)	Pear Deck will use subcontractors to help operate some of the Services such as a database provider. Pear Deck will take steps designed to ensure that the subcontractors, or other authorized persons or entities to which Pear Deck will disclose Student Data will abide by data security and privacy requirements including by: • Conducting diligence and evaluating the security practices of subcontractors that can access Student Data (and, to the extent that Pear Deck maintains any such data, any Teacher or Principal Data) • Requesting verification of compliance with security and privacy standards aligned with state and federal law • Evaluating the contractual safeguards of subcontractors of Student Data (and, to the extent that Pear Deck maintains any such data, any Teacher or Principal Data)
Please list when the agreement expires and what happens to the protected data when the agreement expires (or list the section(s) in the contract where this information can be found)	Upon written request by School, School may request Pear Deck to transfer and/or deidentify the School's Student Data, back to the School. Pear Deck will act upon a School's documented instruction to transfer and/or deidentify the School's Student Data to the School and take reasonable efforts to complete such requests in a commercially reasonable amount of time.
Please list how a parent, student, or eligible student may challenge the accuracy of the protected data that is collected; if they can challenge the accuracy of the data, describe how (or list the section(s) in the contract where this information can be found)	Requests to review student data from parents, teachers, and administrators may be directed to privacy@peardeck.com . Please see Privacy Policy listing for how a student may challenge the accuracy of Student Data.

Please list where the protected data will be stored (described in a way that protects data security), and the security protections taken to ensure such data will be protected and data security and privacy risks mitigated (or list the section(s) in the contract where this information can be found)	Student Data will be stored in industry-leading databases.
Please list how the data will be protected using encryption (or list the section(s) in the contract where this information can be found)	Student Data will be protected using encryption in motion via SSL and at rest.

Section 3: Agreement and Signature

By signing below, you agree:

- The information provided in this document by the Third-Party Contractor is accurate
- To comply with the terms of Broome-Tioga BOCES Parents' Bill of Rights for Data Privacy and Security (applicable to Third-Party Contractors subject to New York Education Law § 2-d only)

Company Name: Pear Deck, Inc. Product Name: Pear Deck

Printed Name Claire Borthwick Signature *Claire Borthwick* Date 9/15/2021

DocuSigned by:
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Section 4: Data Privacy Rider for All Contracts Involving Protected Data Pursuant to New York State Education Law §2-C and §2-D

BOCES and the Third-Party Contractor agree as follows:

- Definitions:
 - Protected Information means personally identifiable information of students from student education records as defined by FERPA, as well as teacher and Principal data regarding annual professional performance reviews made confidential under New York Education Law §3012-c and §3012-d;
 - Personally Identifiable Information (PII) means the same as defined by the regulations implementing FERPA (20 USC §1232-g);
- Confidentiality of all Protected Information shall be maintained in accordance with applicable State and Federal Law and the BOCES's Data Security and Privacy Policy;
- The Parties agree that the BOCES's Parents' Bill of Rights for Data Security and Privacy are incorporated as part of this agreement, and the Third-Party Contractor shall comply with its terms;
- The Third-Party Contractor agrees to comply with New York State Education Law §2-d and its implementing regulations;
- The Third-Party Contractor agrees that any officers or employees of the Third-Party Contractor, and its assignees who have access to Protected Information, have received or will receive training on applicable Federal and State law governing confidentiality of such information prior to receiving access;
- The Third-Party Contractor shall:
 - limit internal access to Protected Information to those individuals that are determined to have legitimate educational interests;
 - not use the Protected Information for any other purposes than those explicitly authorized in its contract or written agreement. Unauthorized use specifically includes, but is not limited to, selling or disclosing personally identifiable information for marketing or commercial purposes or permitting, facilitating, or disclosing such information to another Third-Party for marketing or commercial purposes;
 - except for authorized representatives of the Third-Party Contractor to the extent they are carrying out the contract or written agreement, not disclose any Protected Information to any other party;
 - without the prior written consent of the parent or eligible student; or
 - unless required by statute or court order and the party provides notice of the disclosure to the New York State Education Department, Board of Education, or institution that provided the

information no later than the time the information is disclosed, unless providing notice of the disclosure is expressly prohibited by statute or court order; and

- iii. unless required by applicable law or legal process (e.g., subpoena, court order).
- d. maintain reasonable administrative, technical, and physical safeguards designed to protect the security, confidentiality and integrity of Protected Information in its custody;
- e. use encryption technology to protect data while in motion or in its custody from unauthorized disclosure using a technology or methodology specified by the Secretary of the United States Department of Health and Human Services in guidance issued under Section 13402(H)(2) of Public Law §111-5;
- f. adopt technology, safeguards and practices that align with the NIST Cybersecurity Framework;
- g. impose terms as least as restrictive as this rider in writing where the Third-Party Contractor engages a subcontractor or other party to perform any of its contractual obligations which provides access to Protected Information.

Agreement and Signature

By signing below, you agree to the Terms and Conditions in this Rider:

Company Name Pear Deck, Inc. Product Name Pear Deck



Printed Name Claire Borthwick

Signature

DocuSigned by:

Claire Borthwick

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Date 9/15/2021