

EXHIBIT D (CONTINUED)

ERIE 1 BOCES

BILL OF RIGHTS FOR DATA SECURITY AND PRIVACY

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 LICENSOR:

DocuSigned by:

 4DBA916394674CD...

Signature

President

Title

8/28/2023

Date

EXHIBIT D (CONTINUED)

SUPPLEMENTAL INFORMATION ABOUT A CONTRACT
BETWEEN MARCIA BRENNER ASSOCIATES, LLC ("LICENSOR") AND ERIE 1 BOCES

Erie 1 BOCES has entered into a Master License and Service Agreement ("MLSA") with MARCIA BRENNER ASSOCIATES, LLC ("Licensor") which governs the availability to Participating Educational Agencies of the following Product(s):

Report Creator
Alert Creator
Fees
Device Manager
Adaptive Scheduler
Behavior
Attendance Monitor
Café
Student Schedule Creator
Chart-It

Pursuant to this MLSA, Participating Educational Agencies (*i.e.*, those educational agencies that are authorized to use the above Product(s) by purchasing certain shared technology services and software through a Cooperative Educational Services Agreement with Erie 1 BOCES) may provide to Licensor, and Licensor 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"). The MLSA incorporates a Data Sharing and Confidentiality Agreement ("DSC Agreement") with Erie 1 BOCES setting forth Licensor's obligations to protect the confidentiality, privacy, and security of Protected Data it receives pursuant to the MLSA.

Exclusive Purpose for which Protected Data will be Used: The exclusive purpose for which Licensor is being provided access to Protected Data is to provide Participating Educational Agencies with the functionality of the Product(s) listed above. Licensor agrees that it will not use the Protected Data for any other purposes not explicitly authorized in the MLSA, including the

DSC Agreement. Protected Data received by Licensor, or any of Licensor'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 Licensor 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 their obligation under Section 2-d of the New York State Education Law to comply with the same data security and privacy standards required of Licensor under the MLSA and applicable state and federal law. Licensor will ensure that such subcontractors, assignees, or other authorized agents abide by the provisions of these agreements by: Subcontractors will not be used.

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, Licensor will securely delete or otherwise destroy any and all Protected Data remaining in the possession of Licensor 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, Licensor 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 MLSA is assigned to a successor Licensor (to the extent authorized by the MLSA), the Licensor will cooperate with Erie 1 BOCES as necessary to transition Protected Data to the successor Licensor prior to deletion.
- Neither Licensor 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, Licensor 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 Licensor, 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 Licensor by following the appeal process in their employing school district's applicable APPR Plan.

Data Storage and Security Protections: Any Protected Data Licensor receives will be stored on systems maintained by Licensor, or by a subcontractor under the direct control of Licensor, in a secure data center facility located within the United States. The measures that Licensor 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: Licensor (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.