

**Supplemental Agreement between the
West Islip Union Free School District**

and

Thinkmap, Inc. dba Vocabulary.com

Supplemental Agreement dated this 13 day of November, 2024 between the West Islip Union Free School District (the "District"), located at 100 Sherman Avenue, West Islip, NY 11795, and Thinkmap, Inc. dba Vocabulary.com (the "Contractor") located at 777 Mariners Island Blvd, Suite 600, San Mateo, CA 94404.

WHEREAS, the District and Contractor have entered into a contract or other written agreement (hereinafter the "Agreement") whereby the Contractor may receive Student Data or Teacher or Principal Data, as those terms are defined in Education Law §2-d; and

WHEREAS, the District and Contractor wish to enter into an agreement in order to comply with Education Law §2-d (hereinafter "Supplemental Agreement").

NOW THEREFORE, in consideration of the mutual promises below, the District and Contractor agree as follows:

1. Defined Terms: Unless otherwise indicated below or elsewhere in this Supplemental Agreement, all capitalized terms shall have the meanings provided in Education Law §2-d and Section 121.1 of the Regulations of the Commissioner of Education (hereinafter "Regulations").
 - a. "Educational Agency" shall generally have the same meaning as the term Educational Agency at Education Law §2-d(1)(c) and Section 121.1(f), and in reference to the party to this Agreement shall mean the West Islip Union Free School District
 - b. "Third Party Contractor" shall mean any person or entity, other than an Educational Agency, that receives Student Data or Teacher or Principal Data from an Educational Agency pursuant to a contract or other written agreement for purposes of providing services to such Educational Agency, including but not limited to data management or storage services, conducting studies for or on behalf of such Educational Agency, or audit or evaluation of publicly funded programs, and in reference to the party to this Agreement shall mean Thinkmap, Inc. dba Vocabulary.com.
 - c. "Student" means any person attending or seeking to enroll in an Educational Agency.
 - d. "Student Data" means Personally Identifiable Information of a "Student."
 - e. "Eligible Student" means a Student who is eighteen years or older.

- f. "Parent" means a parent, legal guardian, or personal in parental relation to a Student.
- g. "Building Principal" or "Principal" means a building principal subject to annual performance evaluation review under Education Law §3012-c.
- h. "Classroom Teacher" or "Teacher" means a teacher subject to annual performance evaluation review under Education Law §3012-c.
- i. "Teacher or Principal Data" means Personally Identifiable Information from the records of an Educational Agency relating to the annual professional performance reviews of classroom teachers or principals that is confidential and not subject to release under the provisions of Education Law §3012-c.
- j. "Personally Identifiable Information" shall have the following meanings:
 - i. As applied to Student Data, shall mean Personally Identifiable Information as defined in 34 CFR 99.3 implementing the Family Educational Rights and Privacy Act (FERPA)
 - ii. As applied to Teacher or Principal Data, shall mean Personally Identifiable Information as that term is defined in Education Law §3012-c.

2. The District has developed the Parents Bill of Rights for Data Privacy and Security, the terms of which are applicable to the Agreement between the District and Contractor and are incorporated into this Supplemental Agreement. The Parents Bill of Rights for Data Privacy and Security states:

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 maintained by the West Islip Union Free School District.
3. State and federal laws protect the confidentiality of personally identifiable information. 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.p12.nysed.gov/irs/sirs/documentation/NYSEDstudentData.xlsx> or a copy may be obtained by writing to:

Office of Information & Reporting Services
New York State Education Department, Room 863 EBA

89 Washington Avenue
Albany, NY 12234.

5. Parents have the right to have complaints about possible breaches of student data addressed. Complaints should be directed to:

Lisa DiSibio, District Data Coordinator
West Islip UFSD
100 Sherman Avenue
West Islip, New York, 11795
631-930-1583
l.disibio@wi.k12.ny.us

6. "Supplemental information" for each contract into which the District enters with a third party who receives student data or teacher or principal data shall:

a. state the exclusive purposes for which the student data or teacher or principal data will be used;

b. specify how the third party contractor will ensure that the subcontractors, persons or entities that the third party contractor will share the student data or WIUFSD - Parents' Bill of Rights 2014-2015 teacher or principal data with, if any, will abide by data protection and security requirements;

c. stipulate when the agreement expires and what will happen to the student data or teacher or principal data upon expiration of the agreement;

d. include if and how a parent, student, eligible student, teacher or principal may challenge the accuracy of the student data or teacher or principal data that is collected; And

e. state where the student data or teacher or principal data will be stored and the security protections taken to ensure such data will be protected

3. As required by Education Law §2-d(3)(c) and Section 121.3 of the Regulations, the District has developed the following "supplemental information" for the Agreement with the Contractor:

a. Student Data and/or Teacher or Principal Data which the Contractor comes into possession as part of its Agreement with the District shall be used for the following exclusive purpose(s): Online Instruction.

b. The Contractor will ensure that any and all subcontractors, persons or entities that the Contractor may share the Student Data and/or Principal or Teacher Data with will abide by the terms of the Agreement, this Supplemental Agreement, and the data

c. The duration of this agreement coincides with the duration of the parties' underlying Agreement. When the Agreement between the District and the Contractor expires or terminates, the Contractor shall:

Unless otherwise directed by a School or parent, Contractor will delete or de-identify personal information of student users after a period of inactivity, after the termination or cancellation of the license subscription, or after termination of their agreement with the School, in accordance with the terms of any applicable written agreement with the School, written requests from authorized School administrators, and our standard data retention schedule.

d.

Data is stored in the United States on AWS hosted servers. Contractor employs automated log collection and audit trails for production Systems. Connections originating from untrusted network segments will be governed by firewall rules and other security safeguards that grant the minimal access required to access the intended service provided by the company. System passwords and access keys are stored in a privileged location accessible only to security administrators, and all credentials are changed from factory default settings. Production systems receive regular maintenance to apply security patches. Physical access to systems requires security RFID badges and biometric authentication, and is limited to IT staff performing physical maintenance.

e. The District and the Contractor hereby agree that the Student Data and/or Principal or Teacher Data shall be stored in the following manner:

Vocabulary.com uses certain physical, managerial, and technical safeguards designed to preserve the integrity and security of your Personal Information and other information it maintains in connection with Vocabulary.com. For example, all data is secured and protected at all times, stored on servers located in the United States, and only employees with a business need to access this Personal Information are able to do so. Once Vocabulary.com receives your transmission of information, it makes commercially reasonable efforts to ensure the security of its systems. Vocabulary.com encrypts the transmission of all data using secure socket layer technology (SSL) or similar technologies. All data is encrypted at rest.

4. As required by Education Law §2-d(5)(e), the Contractor hereby agrees that any officers or employees of the Contractor, including any subcontractors or assignees, who have access to Student Data or Teacher or Principal Data will have or will receive training on the Federal and New York State laws governing confidentiality of Student Data and/or Principal or Teacher Data prior to receiving access.

5. As required by Education Law §2-d(5)(f), the Contractor hereby agrees that it shall:

a. Limit internal access to education records to those individuals that are determined to have legitimate educational interests;

b. Not use the educational records for any other purposes than those explicitly authorized in the Agreement or this Supplemental Agreement;

c. Except for authorized representatives of the Contractor to the extent they are carrying out the Agreement or this Supplemental Agreement, not disclose any Personally Identifiable Information to any other party:

i. Without the prior written consent of the Parent or Eligible Student; or

ii. Unless required by statute or court order and the party provides a notice of the disclosure to the State Education Department, District 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 the statute or court order.

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

6. Breach and unauthorized release of Personally Identifiable Information:

a. In accordance with Education Law §2-d(6) and Section 121.11 of the Regulations, the Contractor shall be required to notify the District of any breach of security resulting in an unauthorized release of Student Data and/or Principal or Teacher Data by the Contractor or its subcontractors or assignees in violation of applicable state or federal law, the Parents Bill of Rights for Student Data Privacy and Security, the data privacy and security policies of the District and/or binding contractual obligations relating to data privacy and security, in the most expedient way possible and without unreasonable delay. The District shall, upon notification by the Contractor, be required to report to the Chief Privacy Officer, who is appointed by the State Education Department, any such breach of security and unauthorized release of such data.

b. In the case of an unauthorized release of Student Data, the District shall notify the Parent or Eligible Student of the unauthorized release of Student Data that includes Personally Identifiable Information from the student records of such Student in the most expedient way possible and without unreasonable delay. In the case of an unauthorized release of Teacher or Principal Data, the District shall notify each affected Teacher or Principal of the unauthorized release of data that includes Personally Identifiable Information from the Teacher or Principal's annual professional performance review in the most expedient way possible and without unreasonable delay.

c. In the case of notification to a Parent, Eligible Student, Teacher or Principal due to the unauthorized release of student data by the Contractor, or its subcontractors or assignees, the Contractor shall promptly reimburse the educational agency for the full cost of such notification, as required by Education Law §2-d(6)(c).

7. Miscellaneous:

- a. The District and Contractor agree that if applicable laws change and/or if the Commissioner of Education implements Regulations which affects the obligations of the parties herein, this Agreement shall be deemed to incorporate such changes as necessary in order for the District and the Contractor to operate in compliance with the amendment or modified requirements under the applicable laws or regulations.
- b. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the District to comply with the applicable laws or regulations.
- c. Nothing express or implied in this Agreement is intended to confer upon any person other than the District, Contractor and their respective successors and assigns any rights, remedies, obligations or liabilities.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement.

Thinkmap, Inc. dba Vocabulary.com **WEST ISLIP UNION FREE SCHOOL DISTRICT**

By: Paul Mishkin

Print Name: Paul Mishkin

Title: Chief Executive Officer

Date: November 13, 2024

By: _____

Print Name: Paul Romanelli

Title: Superintendent

Date: _____