

SUPPLEMENTAL INFORMATION

ABOUT THE AGREEMENT BETWEEN  
Albany-Schoharie-Schenectady-  
Saratoga BOCES AND MML SOFTWARE  
OBA FINANCE MANAGER

BOCES has entered into An Agreement ("AGREEMENT") with MML SOFTWARE LTD d/b/a FINANCE MANAGER ("FINANCE MANAGER"), which governs the availability to Participating Educational Agencies of the following Product(s):

NVISION, TIMPIECE &  
MML SOFTWARE LTD d/b/a  
FINANCE MANAGER]

Pursuant to the AGREEMENT, Participating Educational Agencies may provide to FINANCE MANAGER, and FINANCE MANAGER 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:

Archiving Staff Evaluating rating information for teachers and principals that has been imported from the Student Information Systems supported by the Albany-Schoharie-Schenectady-Saratoga BOCES

The exclusive purpose for which MML SOFTWARE OBA FINANCE MANAGER is being provided access to Protected Data is to provide Participating Educational Agencies with the functionality of the Product(s) listed above. FINANCE MANAGER agrees that it will not use the Protected Data for any other purposes not explicitly authorized in the AGREEMENT. Protected Data received by FINANCE MANAGER, or any of FINANCE MANAGER' 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 FINANCE MANAGER engages subcontractors, assignees, or other authorized agents to perform one or more of its obligations under the AGREEMENT (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 MML SOFTWARE OBA FINANCE MANAGER under the AGREEMENT and applicable state and federal law. FINANCE MANAGER will ensure that such subcontractors, assignees, or other authorized agents abide by the provisions of these agreements by:

- a. Not sharing client data with any third-party contractors. It is the sole discretion of each client to provide said data to a third party without involvement from FINANCE MANAGER.

- b. If a school district submits a formal request for a data extract to be created by Finance Manager for the purpose of providing said data to a third party, Finance Manager will create a file extract routine which could be run with the school district's network environment. It is then at the client's discretion to provide the extracted data to the third party without the involvement of Finance Manager staff and should comply with the entity/client's Data Security and Privacy Plan.
- c. In the event any data needs to be held in Finance Manager's secured data environment for a temporary period of time and the agreement has expired, the data shall be deleted in its entirety within 90 days from the expiration of the agreement.

Duration of AGREEMENT and Protected Data Upon Expiration:

- The AGREEMENT commenced on July 1, 2025 (the "effective date") with a term of three (3) years, has automatically renewed for five subsequent three-year terms and will be automatically renewed for a subsequent three (3) year term on July 1, 2028, unless terminated by either party no less than three months before the end of the renewal term of the Agreement. Upon expiration of the AGREEMENT without renewal, or termination of the AGREEMENT before expiration, FINANCE MANAGER will securely delete or otherwise destroy any and all Protected Data remaining in the possession of FINANCE MANAGER or its assignees or subcontractors. If requested by a Participating Educational Agency, FINANCE MANAGER will assist that entity in exporting all Protected Data previously received for its own use, prior to deletion.
- At BOCES request, FINANCE MANAGER will cooperate with BOCES as necessary in order to transition Protected Data to any successor FINANCE MANAGER prior to deletion.
- FINANCE MANAGER agrees that neither it nor its subcontractors, assignees, or other authorized agents will retain any copy, summary or extract of the Protected Data, or any deidentified Protected Data, on any storage medium whatsoever. Upon request, FINANCE MANAGER and/or its subcontractors, assignees, or other authorized agents will provide 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 FINANCE MANAGER, 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 FINANCE MANAGER by following the appeal process in their employing school district's applicable APPR Plan.

Data Storage and Security Protections: Any Protected Data FINANCE MANAGER receives will be stored on systems maintained by FINANCE MANAGER, or by a subcontractor under the direct control of FINANCE MANAGER, in a secure data center facility located within the United States. The measures that FINANCE MANAGER 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: MML SOFTWARE LTD d/b/a FINANCE MANAGER (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 of P.L. 111-5.

*Mercedes Burgos*

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MML SOFTWARE LTD D/B/A FINANCE MANAGER

Mercedes I Burgos

President

July 30, 2025

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