

**\*This section to be completed by the Third-Party Contractor and returned to Broome-Tioga BOCES\***

**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?

☒ 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

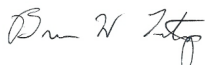
| SUPPLEMENTAL INFORMATION ELEMENT                                                                                                                                                                                                                                                                          | 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)                                                          | School and user data is used only to supply proper functioning of services via Eduspire Solutions SaaS products including e-hallpass and FlexTime Manager and is never used for additional marketing or other purposes.                                                                                 |
| 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)        | Access to school or user data is only granted to employees and contractors on a need basis and all external entities, if any, having access have certified their compliance with our privacy and security policies via third party agreement.                                                           |
| 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)                                                                                                                     | Data remains the property of the school or district at all times. Agreement runs from each July 1 to June 30 and renews annually. Upon termination of the relationship, school may request all data to be deleted after 30 days.                                                                        |
| 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)                                      | Since data is provided directly from the school, parents or students will need to use their ordinary channels to contact their school for any data correction, which will then be communicated to us via the school authorities. No student grades or other academic records are kept in the system.    |
| 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) | All school and user data is kept strictly confidential and in environments that are fully encrypted, secured, and FERPA compliant. All data is stored in the private AWS cloud environment using database level encryption, and there are no on-premise copies of the data anywhere within our company. |
| Please list how the data will be protected using encryption (or list the section(s) in the contract where this information can be found)                                                                                                                                                                  | All data is fully encrypted both in transit (via https or sftp) and at rest using AWS database level encryptions in the AWS certified FERPA compliant environment.                                                                                                                                      |

**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 Eduspire Solutions LLC Product Name E-hallpass & FlexTime Manager

Printed Name Brian Tvenstrup Signature  Date 6/15/20

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

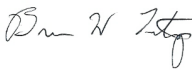
BOCES and the Third-Party Contractor agree as follows:

1. Definitions:
  - a. 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;
  - b. Personally Identifiable Information (PII) means the same as defined by the regulations implementing FERPA (20 USC §1232-g);
2. Confidentiality of all Protected Information shall be maintained in accordance with State and Federal Law and the BOCES's Data Security and Privacy Policy;
3. The Parties agree that the BOCES's Parents' Bill of Rights for Data Security and Privacy are incorporated as part of this agreement, and Third-Party Contractor shall comply with its terms;
4. The Third-Party Contractor agrees to comply with New York State Education Law §2-D and its implementing regulations;
5. 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 Federal and State law governing confidentiality of such information prior to receiving access;
6. The Third-Party Contractor shall:
  - a. limit internal access to education records to those individuals that are determined to have legitimate educational interests;
  - b. not use the education records 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;
  - c. except for authorized representatives of the Third-Party Contractor to the extent they are carrying out the contract or written 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 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;
  - d. maintain reasonable administrative, technical, and physical safeguards to protect the security, confidentiality and integrity of personally identifiable 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 all the terms of 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 Eduspire Solutions LLC Product Name E-hallpass & FlexTime Manager

Printed Name Brian Tvenstrup Signature  Date 6/15/20