

BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY -**SUPPLEMENTAL INFORMATION FOR CONTRACTS THAT UTILIZE PERSONALLY IDENTIFIABLE INFORMATION**

Pursuant to Education Law § 2-d and Section 121.3 of the Commissioner's Regulations, the educational Agency (EA) is required to post information to its website about its contracts with third-party contractors that will receive Personally Identifiable Information (PII).

Name of Contractor	Electude USA, LLC _____
PII Declaration	Does your organization/software collect student personally identifiable information (PII) or staff PII? Examples of student PII: a. The student's name; b. The name of the student's parent or other family members; c. The address of the student or student's family; d. A personal identifier, such as the student's social security number, student number, or biometric record; e. Other indirect identifiers, such as the student's date of birth, place of birth, and Mother's Maiden Name; Examples of staff APPR PII: a. Teacher Id, Social Security Number, Employee Number, Biometric Record b. Name, Mother's Maiden Name, Parent's Name c. Birthdate, Place of Birth, Address d. Gender, Race, Salary ☐ IF YOUR ORGANIZATION/SOFTWARE DOES NOT COLLECT PII, CHECK THIS BOX AND SKIP TO THE BOTTOM, SIGN AND SUBMIT. If you collect the PII information above, please complete the remainder of this form.
Description of the purpose(s) for which Contractor will receive/access PII	To create and manage user accounts; authenticate and authorize users; provide access to Electude's automotive training content; maintain learner progress, completion, and assessment records; provide customer and technical support; and, where the District elects to use an LTI integration, exchange the information necessary to launch Electude from the District's learning management system and return applicable results.
Type of PII that Contractor will receive/access	Check all that apply: ☒ Student PII ☐ APPR PII



Contract Term	Contract Start Date <u>09/01/2026</u> Contract End Date <u>09/01/2027</u>
Subcontractor Written Agreement Requirement	Contractor will not utilize subcontractors without a written contract that requires the subcontractors to adhere to, at a minimum, materially similar data protection obligations imposed on the contractor by state and federal laws and regulations, and the Contract. (check applicable option) ☐ Contractor will not utilize subcontractors. ☒ Contractor will utilize subcontractors.
Data Transition and Secure Destruction	Upon expiration or termination of the Contract, Contractor shall: • Securely transfer data to EA, or a successor contractor at the EA's option and written discretion, in a format agreed to by the parties. • Securely delete and destroy data.
Challenges to Data Accuracy	Parents, teachers or principals who seek to challenge the accuracy of PII will do so by contacting the EA. If a correction to data is deemed necessary, the EA will notify Contractor. Contractor agrees to facilitate such corrections within 21 days of receiving the EA's written request.
Secure Storage and Data Security	Please describe where PII will be stored and the protections taken to ensure PII will be protected: (check all that apply) ☒ Using a cloud or infrastructure owned and hosted by a third party. ☐ Using Contractor owned and hosted solution ☐ Other: Please describe how data security and privacy risks will be mitigated in a manner that does not compromise the security of the data: Select Using a cloud or infrastructure owned and hosted by a third party. Do not select Using Contractor owned and hosted solution. PII is stored in Electude's multi-tenant service on third-party cloud infrastructure and protected through role-based access controls, logical tenant isolation, network protections, monitoring, and backup procedures.
Encryption	Data will be encrypted while in motion and at rest.



CONTRACTOR'S DATA PRIVACY AND SECURITY PLAN

The Educational Agency (EA) is required to ensure that all contracts with a third-party contractor include a Data Security and Privacy Plan, pursuant to Education Law § 2-d and Section 121.6 of the Commissioner's Regulations. For every contract, the Contractor must complete the following or provide a plan that materially addresses its requirements, including alignment with the NIST Cybersecurity Framework, which is the standard for educational agency data privacy and security policies in New York state. **While this plan is not required to be posted to the EA's website, contractors should nevertheless ensure that they do not include information that could compromise the security of their data and data systems.**

1	Outline how you will implement applicable data security and privacy contract requirements over the life of the Contract.	Electude will maintain appropriate safeguards to protect PII throughout the Contract.
2	Specify the administrative, operational and technical safeguards and practices that you have in place to protect PII.	Electude protects PII with access controls, TLS 1.2 or higher encryption in transit, logical tenant isolation, network protections, monitoring, and backups.
3	Address the training received by your employees and any subcontractors engaged in the provision of services under the Contract on the federal and state laws that govern the confidentiality of PII.	Employees follow Electude privacy and security requirements; subprocessors are contractually bound to protect PII.
4	Outline contracting processes that ensure that your employees and any subcontractors are bound by written agreement to the requirements of the Contract, at a minimum.	Employees and subprocessors are bound by confidentiality and data-protection obligations.
5	Specify how you will manage any data security and privacy incidents that implicate PII and describe any specific plans you have in place to identify breaches and/or unauthorized disclosures, and to meet your obligations to report incidents to the EA.	Electude manages PII incidents and notifies the Educational Agency within 72 hours of discovery.
6	Describe how data will be transitioned to the EA when no longer needed by you to meet your contractual obligations, if applicable.	At contract end, Electude will return or transition data upon written request, where technically feasible.
7	Describe your secure destruction practices and how certification will be provided to the EA.	Electude securely deletes data under its retention and backup procedures and can confirm deletion upon request
8	Outline how your data security and privacy program/practices align with the EA's applicable policies.	Electude will comply with applicable privacy and security obligations under the Contract and law.
9	Outline how your data security and privacy program/practices materially align with the NIST CSF v1.1	Electude does not claim formal NIST CSF v1.1 alignment or certification.

Additional Information (More information can be provided at the bottom 2 pages):

General Additional Information: Data transition and secure destruction are subject to Electude's documented retention schedule and backup lifecycle; backup copies may remain for up to two months after deletion from active systems. Electude will facilitate verified correction requests within its control after written notice from the Educational Agency, but cannot accept an automatic 21-day commitment for every request. PII is encrypted in transit using TLS 1.2 or higher. Active production database data is not currently encrypted at rest; Electude is actively implementing encryption at rest, with delivery currently targeted for January 1, 2027. Applicable U.S. customer data is also planned to be stored in the United States in Q1 2027, currently targeted for January 1, 2027.



Western Suffolk BOCES Education Law §2-d Bill of Rights for Data Privacy and Security

Parents (including legal guardians or persons in parental relationships) and Eligible Students (students 18 years and older) can expect the following:

1. A student's personally identifiable information (PII) cannot be sold or released for any Commercial or Marketing purpose. PII, as defined by Education Law § 2-d and the Family Educational Rights and Privacy Act ("FERPA"), includes direct identifiers such as a student's name or identification number, parent's name, or address; and indirect identifiers such as a student's date of birth, which when linked to or combined with other information can be used to distinguish or trace a student's identity. Please see FERPA's regulations at 34 CFR 99.3 for a more complete definition.
2. The right to inspect and review the complete contents of the student's education record stored or maintained by an educational agency. This right may not apply to Parents of an Eligible Student.
3. State and federal laws such as Education Law § 2-d; the Commissioner of Education's Regulations at 8 NYCRR Part 121, FERPA at 12 U.S.C. 1232g (34 CFR Part 99); Children's Online Privacy Protection Act ("COPPA") at 15 U.S.C. 6501-6502 (16 CFR Part 312); Protection of Pupil Rights Amendment ("PPRA") at 20 U.S.C. 1232h (34 CFR Part 98); and the Individuals with Disabilities Education Act ("IDEA") at 20 U.S.C. 1400 et seq. (34 CFR Part 300); protect the confidentiality of a student's identifiable information.
4. Safeguards associated with industry standards and best practices including, but not limited to, encryption, firewalls and password protection must be in place when student PII is stored or transferred.
5. A complete list of all student data elements collected by NYSED is available at www.nysed.gov/data-privacy-security/student-data-inventory and by writing to: Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, NY 12234.
6. The right to have complaints about possible breaches and unauthorized disclosures of PII addressed. (i) Complaints should be submitted to: dpo@wsboces.org. (ii) Complaints may also be submitted to the NYS Education Department at www.nysed.gov/data-privacy-security/report-improper-disclosure, by mail to: Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, NY 12234; by email to privacy@nysed.gov; or by telephone at 518-474-0937.
7. To be notified in accordance with applicable laws and regulations if a breach or unauthorized release of PII occurs.
8. Educational agency workers that handle PII will receive training on applicable state and federal laws, policies, and safeguards associated with industry standards and best practices that protect PII.
9. Educational agency contracts with vendors that receive PII will address statutory and regulatory data privacy and security requirements.

CONTRACTOR	
[Signature]	 Signed • Sep 24, 2026
[Printed Name]	Darrell C Christopher
[Title]	President
Date:	09/24/2026



Additional Information:

Please note:

- **Encryption:** Electude is actively implementing encryption at rest, with delivery currently targeted for January 1, 2027. Until that implementation is complete, active production database data is not encrypted at rest. Data is encrypted in transit using TLS 1.2 or higher.
- **Data Transition and Secure Destruction:** Electude will securely return or transition data upon the Educational Agency's written request, in a mutually agreed format where technically feasible. Electude will securely delete data following termination, subject to its documented retention schedule and backup lifecycle. Backup copies may be retained for up to two months after deletion from active systems.
- **Challenges to Data Accuracy:** Upon the Educational Agency's written request, Electude will facilitate corrections to PII within its control within a commercially reasonable timeframe. The parties agree that the 21-day period does not apply where a correction requires technical development, conflicts with source-system data, or cannot reasonably be completed within that period.



Additional Information: