

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	Kinems Inc. _____
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	Kinems receives and accesses only student names, solely to provide its educational services. Student names are used to enable teachers to identify and select students, assign and manage learning activities, associate student performance data with the appropriate student, track individual learning progress over time, and review student-level learning analytics and reports. PII is used only for authorized educational purposes and to provide, maintain, and support the Kinems platform on behalf of the school or district.
Type of PII that Contractor will receive/access	Check all that apply: ☒ Student PII ☐ APPR PII



Contract Term	Contract Start Date <u>07/01/2026</u> Contract End Date <u>06/30/2027</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:
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.	Kinems will maintain administrative, technical, and organizational safeguards to protect user data and comply with applicable privacy and security requirements throughout the term of the
2	Specify the administrative, operational and technical safeguards and practices that you have in place to protect PII.	Kinems maintains administrative, operational, and technical safeguards to protect PII, including role-based access controls, secure authentication, encrypted data transmission (HTTPS/TLS), system
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.	Kinems employees with access to PII are informed of their confidentiality obligations and are required to follow applicable data privacy and security policies and procedures. Access to PII is limited to authorized personnel only. We do not share PII with subcontractors or third parties except as required to provide core infrastructure services under applicable
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.	Kinems does not utilize subcontractors for platform development, infrastructure management, or operational support involving access to customer or student data. Subcontractor relationships are limited to sales-related activities and do not involve access to, processing of, or
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.	Kinems maintains procedures to identify, investigate, and respond to potential security incidents involving PII, including system monitoring, access controls, and security logging. Any suspected unauthorized access, disclosure, or breach will be promptly investigated, contained, and remediated as appropriate. We will provide notice to the EA in accordance with applicable contractual and legal requirements
6	Describe how data will be transitioned to the EA when no longer needed by you to meet your contractual obligations, if applicable.	Upon the written request of a school customer or within a reasonable amount of time after (a) the termination of a customer's contract with us or (b) inactivity of a customer in using the Service, we will
7	Describe your secure destruction practices and how certification will be provided to the EA.	Upon request or when no longer required to fulfill contractual, legal, or operational obligations, applicable Student Data and PII will be securely and permanently deleted from our databases.
8	Outline how your data security and privacy program/practices align with the EA's applicable policies.	Our data security and privacy practices are designed to support applicable EA policies. Additional information regarding our privacy and data handling practices: (Privacy Policy)
9	Outline how your data security and privacy program/practices materially align with the NIST CSF v1.1	Please find how Kinems aligns with the NIST CSF v1.1 at the file uploaded here: https://www.dropbox.com/scl/fi/d6ipzmt1gdp5hniqpjjw/Kinems_DPA_TABLE.pdf?rlkey=a5jrg9dv8v7ah5cyrs9jj2sv&st=ifvcfmyj&dl=0

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



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 14, 2026
[Printed Name]	Michail Boloudakis
[Title]	CEO
Date:	09/14/2026



Additional Information:

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