



Education Law
§2-d Rider

Board of Cooperative Educational Services
First Supervisory District of Suffolk County
201 Sunrise Highway
Patchogue, New York 11772
(631) 289-2200

New York State Education Law §2-d was enacted in 2014 to address concerns relative to securing certain personally identifiable information. In order to comply with the requirements of Education Law §2-d, educational agencies and certain third-party contractors who contract with educational agencies must take certain additional steps to secure such data. These steps include enacting and complying with a Parents' "Bill of Rights" relative to protected data, ensuring that each third-party contractor has a detailed data privacy plan in place to ensure the security of such data, and that each third-party contractor signs a copy of the educational agency's Parents' Bill of Rights, thereby signifying that the third-party contractor will comply with such Parents' Bill of Rights. This Agreement is subject to the requirements of Education Law §2-d, and Bridges Data and Professional Development, Inc. (the "Contractor") is a covered third-party contractor.

In order to comply with the mandates of Education Law §2-d, and notwithstanding any provision of the attached contract between the Board of Cooperative Educational Services, First Supervisory District of Suffolk County ("ESBOCES") and Contractor, including any Agreement to Terms attached thereto, to the contrary, Contractor agrees as follows:

Contractor will treat "Protected Data" (as defined below) as confidential and shall protect the nature of the Protected Data by using the same degree of care, but not less than a reasonable degree of care, as the Contractor uses to protect its own confidential data, so as to prevent the unauthorized dissemination or publication of Protected Data to third parties. Contractor shall not disclose Protected Data other than to those of its employees or agents who have a need to know such Protected Data under this Agreement. Contractor shall not use Protected Data for any other purposes than those explicitly provided for in this Agreement. All Protected Data shall remain the property of the disclosing party. As more fully discussed below, Contractor shall have in place sufficient internal controls to ensure that ESBOCES' and/or participating school districts' Protected Data is safeguarded in accordance with all applicable laws and regulations, including, but not limited to, the Children's Internet Protection Act ("CIPA"), the Family Educational Rights and Privacy Act ("FERPA"), the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and Part 121 of the Regulations of the Commissioner of Education, as it may be amended from time-to-time, if applicable.

"**Protected Data**" includes any information rendered confidential by State or federal law, including, but not limited to, student data, student demographics, scheduling, attendance, grades, health and discipline tracking, and all other data reasonably considered to be sensitive or confidential data by ESBOCES and/or participating school districts. Protected Data also includes any information protected under Education Law §2-d, including, but not limited to:

"Personally identifiable information" from student records of ESBOCES and/or participating school districts as that term is defined in §99.3 of FERPA,

-AND-

Personally identifiable information from the records of ESBOCES and/or participating school districts 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 and 3012-d.

Contractor and/or any subcontractor, affiliate, or entity that may receive, collect, store, record, or display any Protected Data shall comply with New York State Education Law §2-d. As applicable, Contractor agrees to comply with ESBOCES' policy(ies) on data security and privacy. Contractor shall promptly reimburse ESBOCES and/or participating school districts for the full cost of notifying a parent, eligible student, teacher, or principal of an unauthorized release of Protected Data by Contractor, its subcontractors, and/or assignees. In the event this Agreement expires, is not renewed, or is terminated, Contractor shall return all ESBOCES' and/or participating school districts' data, including any and all Protected Data, in its possession by secure transmission.

Data Security and Privacy Plan

Contractor and/or any subcontractor, affiliate, or entity that may receive, collect, store, record, or display any ESBOCES' and/or participating school districts' Protected Data, shall maintain a Data Security and Privacy Plan which includes the following elements:

1. Specifies the administrative, operational and technical safeguards and practices in place to protect personally identifiable information that Contractor will receive under the contract;
2. Demonstrates Contractor's compliance with the requirements of Section 121.3 of Part 121;
3. Specifies how officers or employees of the Contractor and its assignees who have access to student data, or teacher or principal data, receive or will receive training on the federal and state laws governing confidentiality of such data prior to receiving access;
4. Specifies how Contractor will utilize sub-contractors and how it will manage those relationships and contracts to ensure personally identifiable information is protected;
5. Specifies how Contractor will manage data security and privacy incidents that implicate personally identifiable information including specifying any plans to identify breaches and unauthorized disclosures, and to promptly notify the educational agency; and
6. Specifies whether Protected Data will be returned to ESBOCES and/or participating school districts, transitioned to a successor contractor, at ESBOCES' and/or participating school districts' option and direction, deleted or destroyed by the Contractor when the contract and/or the Agreement to Terms is terminated or expires.

Pursuant to the Plan Contractor will:

1. Have adopted technologies, safeguards and practices that align with the NIST Cybersecurity Framework referred to in Part 121.5(a);
2. Comply with the data security and privacy policy of ESBOCES, Education Law §2-d, and Part 121;
3. Have limited internal access to personally identifiable information to only those employees or sub-contractors that need access to provide the contracted services;

4. Have prohibited the use of personally identifiable information for any purpose not explicitly authorized in this contract;
5. Have prohibited the disclosure of personally identifiable information to any other party without the prior written consent of the parent or eligible student:
 - a. except for authorized representatives such as a subcontractor or assignee to the extent they are carrying out the contract and in compliance with state and federal law, regulations and its contract with the educational agency; or
 - b. unless required by statute or court order and Contractor has provided a notice of disclosure to the department, district board of education, or institution that provided the information no later than the time the information is disclosed, unless providing notice of disclosure is expressly prohibited by the statute or court order.
6. Maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of personally identifiable information in our custody;
7. Use encryption to protect personally identifiable information in its custody while in motion or at rest; and
8. Not sell personally identifiable information nor use or disclose it for any marketing or commercial purpose or facilitate its use or disclosure by any other party for any marketing or commercial purpose or permit another party to do so.

In the event Contractor engages a subcontractor to perform its contractual obligations, the data protection obligations imposed on the third-party contractor by state and federal law and contract shall apply to the subcontractor.

Where a parent or eligible student requests a service or product from a third-party contractor and provides express consent to the use or disclosure of personally identifiable information by the third-party contractor for purposes of providing the requested product or service, such use by the third-party contractor shall not be deemed a marketing or commercial purpose prohibited by the Plan.

Contractor's signature below shall also constitute an acknowledgment, acceptance, and signature of ESBOCES' or participating school district's Parents' Bill of Rights.

NAME OF CONTRACTOR:

BRIDGES DATA AND PROFESSIONAL
DEVELOPMENT
RANDALL SIMMONS - Executive Director

BY:

Randall Simmons

DATED:

3/28/2023

DATA PRIVACY AND SECURITY PLAN

CONTRACTOR'S DATA PRIVACY AND SECURITY PLAN IS ATTACHED HERETO AND INCORPORATED HEREIN.

**EASTERN SUFFOLK BOCES
PARENTS' BILL OF RIGHTS
FOR DATA SECURITY AND PRIVACY**

Eastern Suffolk BOCES is committed to protecting the privacy and security of student, teacher, and principal data. In accordance with New York Education Law § 2-d, parents, legal guardians, and persons in parental relation to a student are entitled to certain rights with regard to their child's personally identifiable information. Eastern Suffolk BOCES wishes to inform the school community of the following rights:

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 Eastern Suffolk BOCES.
3. State and Federal laws protect the confidentiality of personally identifiable information and 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, by writing to the Office of Information & Reporting Services, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, New York 12234.

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

Claudy Damus-Makelele
Associate Superintendent for Educational Services
Eastern Suffolk BOCES
201 Sunrise Highway
Patchogue, NY 11772
cdamus@esboces.org

Or in writing to:

Chief Privacy Officer
New York State Education Department
89 Washington Avenue
Albany, NY 12234
CPO@mail.nysed.gov.

Supplemental Information Regarding Third-Party Contractors

In the course of complying with its obligations under the law and providing educational services, Eastern Suffolk BOCES has entered into contracts with certain third-party contractors. Pursuant to such contracts, third-party contractors may have access to "student data" and/or "teacher or principal data."

Each contract Eastern Suffolk BOCES enters into with a third-party contractor where the third-party contractor receives student data or teacher or principal data will include information addressing the following:

1. The exclusive purposes for which the student data or teacher or principal data will be used;

Bridges Data and Professional Development, Inc. conducts data analysis of multi-year data sets to identify the degree of correlation between student performance on NYS Assessments from grades 6 to grade 12.

Additionally, Bridges Data and Professional Development, Inc. provides Standards based profiles of student performance based on student performance on NYS ELA3-8 and Math3-8 assessments which are administered each spring and Standards based profiles of student performance based on student performance on regional and locally designed assessments.

2. How the third-party contractor will ensure that the subcontractors, persons, or entities with whom the third-party contractor will share the student data or teacher or principal data, if any, will abide by data protection and security requirements;

The Executive Director of Bridges Data and Professional Development will provide professional development training to any Bridges staff and contractors who have access to student data reporting for contracted purposes. This training will inform all staff of the requirement to protect student confidential data based upon federal and NYS law. This training will be conducted when any staff are given access codes to student and teacher reporting systems.

3. When the contract expires and what happens to the student data or teacher or principal data upon expiration of the contract;

Data files and reports related to specific district projects (including the regional correlation research project for ESBOCES) will be stored in separate and secure locations that require access codes for authorized access. Relative to the on-line Bridges "STARS" reporting system for NYS ELA and Math student profiles as well as STARS interim assessment reports, secure unique access codes will be provided only to those individuals who have a contractual right to view the records and a legitimate educational interest the reports. After the expiration of a contract only designated district personnel will have access to the district data files.

4. If and how a parent, student, eligible student, teacher, or principal may challenge the accuracy of the student data or teacher or principal data collected; and

Bridges Data and Professional Development will ensure that the educational records provided by districts (including regional data provided by ESBOCES) will be used exclusively for the purpose authorized by contract with the district.

Bridges Data and Professional Development will not disclose personally identifiable information to any party except other than the parties requested by the district under the terms of the contract. The only exceptions to this rule related to non-disclosure are the following situations or conditions:

1. When presented with a request for data that includes the prior written consent of the parent or eligible student described by the reporting.

2. When presented with a request for data as required by statute or court order. If presented with a court ordered (or legislatively mandated) request for data Bridges will provide a notice of disclosure to the NYS Education Department and district contracting the data services no later than the time the information is disclosed, unless providing the notice of disclosure is expressly prohibited by the statute or court order.

Students, parents, teachers and principals affected by student data collected under the terms of the district contract for Bridges data reporting will be allowed to question the accuracy of the data provided. All questions related to data accuracy will be initiated through designated district and school leadership.

5. Where the student data or teacher or principal data will be stored (described in such a manner as to protect data security) and the security protections taken to ensure that such data will be protected, including whether such data will be encrypted.

Bridges Data and Professional Development will protect the security and confidentiality of personally identifiable educational records through the following technical safeguards and steps:

1. Data related to each separate contract will be stored in separate computer drives that are designated only for that project.
2. Data will be stored on networks and computers that have "firewall" software protection against external threats of piracy.
3. All Bridges computers that have access to student personally identifiable data will require access codes and passwords for using the device.
4. All back up of data stored on drives designated district projects will be done to an external physical back-up device that is located at Bridges offices and not to the "cloud".
5. Bridges Data and Professional Development encrypts all data accessed through the STARS reporting system with SSL. SSL is the Standard Security Technology for establishing an encrypted link between a server and a client—typically a web server (website) and a browser. SSL allows sensitive information such as confidential educational information and login credentials to be transmitted securely.

Third-Party Contractors are required to:

1. Provide training on Federal and State law governing confidentiality to any officers, employees, or assignees who have access to student data or teacher or principal data;
2. Limit internal access to educational records to those individuals who have a legitimate educational interest in such records;
3. Not use educational records for any other purpose than those explicitly authorized in the contract;
4. Not disclose 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 third-party contractor provides a 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 the statute or court order;

5. Maintain reasonable administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of personally identifiable student information in its custody;
6. Use encryption technology to protect data while in motion or in its custody from unauthorized disclosure as specified in Education Law §2-d;
7. Notify Eastern Suffolk BOCES of any breach of security resulting in an unauthorized release of student data or teacher or principal data, in the most expedient way possible and without unreasonable delay;
8. Provide a data security and privacy plan outlining how all State, federal, and local data security and privacy contract requirements will be implemented over the life of the contract; and
9. Provide a signed copy of this Parents' Bill of Rights to Eastern Suffolk BOCES, thereby acknowledging that they are aware of and agree to abide by this Bill of Rights.

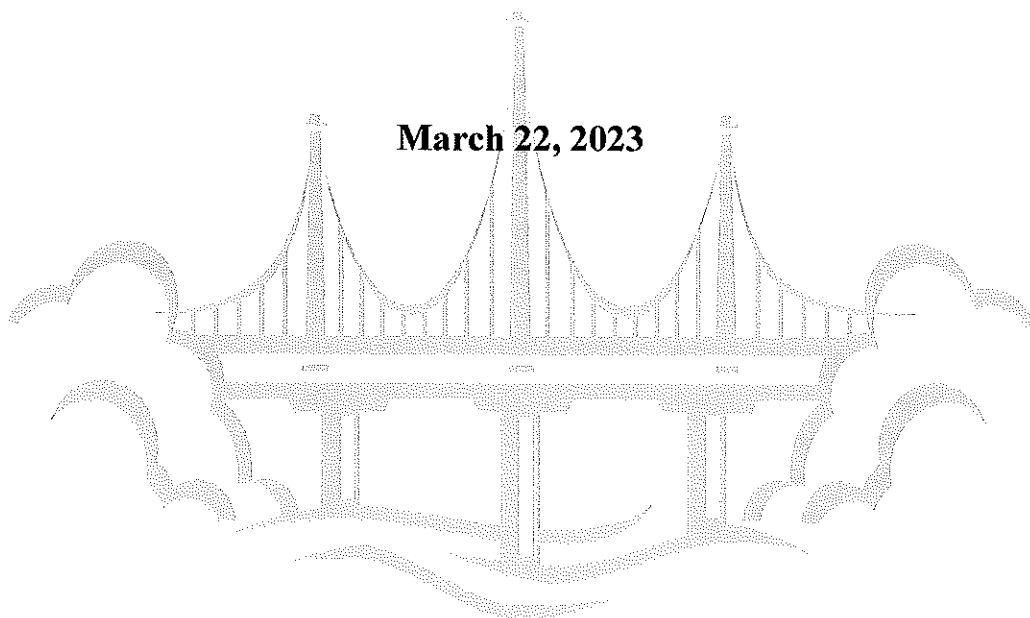
This Parents' Bill of Rights is subject to change based on regulations of the Commissioner of Education and the New York State Education Department's Chief Privacy Officer, as well as emerging guidance documents.

A copy of this signed document must be made a part of Contractor's Data Security and Privacy Plan.

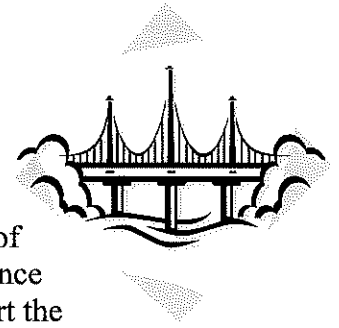
**Bridges Data and Professional Development
Data Security and
Privacy Plan
for the 2023-2024 Contract Year**

Prepared for Eastern Suffolk BOCES

March 22, 2023



1. Part 1 – Bridges Data Reporting and Related Student Records



Regional Correlation Research for Student Data Services

Bridges Data and Professional Development, Inc. began conducting data analysis of multi-year data sets to identify the degree of correlation between student performance on NYS Assessments from grades 6 to grade 12. This research was used to support the development of projection score reports for students based upon similar students taking into consideration student specific scores. These projections scores also take into consideration important student status conditions that may influence student performance such as their status as an identified disabled student, their status as Limited English Proficiency (LEP) student who are learning English as a second language and their poverty status. These projection reports have been used by districts to set valid growth targets for students as part of their APPR plans and avoid additional unnecessary testing in order to set student growth targets. In addition to the projections related research, this year we will also be doing comparative research on possible declining Regents scores and skills that have occurred during the pandemic (2020 to 2023).

Identifying Student Information in Regional Correlation Data Analysis Files

- **Student ID Numbers (No Names)**
- **Student Disability Status**
- **Student Poverty Status**
- **Student LEP Status**
- **Student Scale Scores and Performance Levels**

Bridges Reporting for School Districts on NYS ELA3-8 and Math3-8 Scores

Bridges Data and Professional Development, Inc. provides Standards based profiles of student performance based on student performance on NYS ELA3-8 and Math3-8 assessments which are administered each spring. Data reports from these annual assessments are organized by the leading skills tested on each assessment and then “re-rostered” to provide teachers in fall classrooms a tool to help them identify their students’ greatest needs. These skill profiles are available at the student, classroom and grade level of reporting to assist the planning of specialists, “general education teachers, coordinators, principals and district leaders.

Identifying Student Information in Regional Correlation Data Analysis Files

- **Student Names**
- **Student ID Numbers**
- **Student Disability Status**
- **Student Poverty Status**
- **Student LEP Status**
- **Teacher Names**
- **Student Scale Scores and Performance Levels**
- **Student Performance on all Questions and Standards Based Skills**

Bridges Reporting for School Districts on Interim Assessments From Kindergarten to Grade 12

Bridges Data and Professional Development, Inc. provides Standards based profiles of student performance based on student performance on regional and locally designed assessments. Data reports from these assessments are organized by the leading skills tested on each assessment to provide teachers in classrooms a tool to support their efforts to use data to inform instruction and promote student growth. These interim assessment skill profiles are available at the student, classroom and grade level of reporting.

Identifying Student Information in Regional Correlation Data Analysis Files

- **Student Names**
- **Student ID Numbers**
- **Student Disability Status**
- **Student Poverty Status**
- **Student LEP Status**
- **Teacher Names**
- **Student Scale Scores and Performance Levels**
- **Student Performance on all Questions and Standards Based Skills**

2. Part 2 – Bridges Data and Professional Development Training on Data Security

Regional Correlation Research for Student Data Services

The Executive Director of Bridges Data and Professional Development will provide training to any Bridges staff who handles data related to this regional correlation research project on Federal and NYS laws governing the confidentiality.

Bridges Reporting for School Districts on NYS ELA3-8 and Math3-8 Scores

The Executive Director of Bridges Data and Professional Development will provide professional development training to any Bridges staff and contractors who have access to student data reporting for contracted purposes. This training will inform all staff of the requirement to protect student confidential data based upon federal and NYS law. This training will be conducted when any staff are given access codes to student and teacher reporting systems.

Bridges Reporting for School Districts on Interim Assessments From Kindergarten to Grade 12

The Executive Director of Bridges Data and Professional Development will provide professional development training to any Bridges staff and contractors who have access to student data reporting for contracted purposes. This training will inform all staff of the requirement to protect student and teacher confidential records including rosters, student performance, student growth and all related personal information based upon federal and NYS law. This training will be conducted when any staff are given access codes to student and teacher reporting systems.

3. Part 3 – Bridges Data and Professional Development Guidelines Limiting Access to Student Records During and After Expiration of District Contracts

Data files and reports related to specific district projects (including the regional correlation research project for ES BOCES) will be stored in separate and secure locations that require access codes for authorized access. Relative to the on-line Bridges “STARS” reporting system for NYS ELA and Math student profiles as well as STARS interim assessment reports, secure unique access codes will be provided only to those individuals who have a contractual right to view the records and a legitimate educational interest the reports. After the expiration of a contract only designated district personnel will have access to the district data files.

4. Part 4 – Bridges Data and Professional Development Limits on Use of Educational Records and Processes for Student, Parent, Teacher or Principal Data Review and Correction

Bridges Data and Professional Development will ensure that the educational records provided by districts (including regional data provided by ES BOCES) will be used exclusively for the purpose authorized by contract with the district.

Bridges Data and Professional Development will not disclose personally identifiable information to any party except other than the parties requested by the district under the terms of the contract. The only exceptions to this rule related to non-disclosure are the following situations or conditions:

1. When presented with a request for data that includes the prior written consent of the parent or eligible student described by the reporting.
2. When presented with a request for data as required by statute or court order. If presented with a court ordered (or legislatively mandated) request for data Bridges will provide a notice of disclosure to the NYS Education Department and district contracting the data services no later than the time the information is disclosed, unless providing the notice of disclosure is expressly prohibited by the statute or court order.

Students, parents, teachers and principals affected by student data collected under the terms of the district contract for Bridges data reporting will be allowed to question the accuracy of the data provided. All questions related to data accuracy will be initiated through designated district and school leadership.

5. Part 5 – Bridges Data and Professional Development Technical Safeguards for Data Security

Bridges Data and Professional Development will protect the security and confidentiality of personally identifiable educational records through the following technical safeguards and steps:

1. Data related to each separate contract will be stored in separate computer drives that are designated only for that project.
2. Data will be stored on a networks and computers that have “firewall” software protection against external threats of piracy.
3. All Bridges computers that have access to student personally identifiable data will require access codes and passwords for using the device.
4. All back up of data stored on drives designated district projects will be done to a external physical back-up device that is located at Bridges offices and not to the “cloud”.
5. Bridges Data and Professional Development encrypts all data accessed through the STARS reporting system with SSL. SSL is the Standard Security Technology for establishing an encrypted link between a server and a client— typically a web server (website) and a browser. SSL allows sensitive information such as confidential educational information and login credentials to be transmitted securely.

6. Part 6 – Bridges Data and Professional Development Staff Training and Protection of Student Data

Bridges Data and Professional Development will provide training on Federal and State laws governing confidentiality to all staff that have access to student data. Bridges Data and Professional Development will maintain a record related to any identified breach of educational records. Any district related to an unauthorized breach of data will be informed in a prompt manner in the most expedient way possible without unreasonable delay. Any report related to an unauthorized breach of data will include which teachers’ or students’ data were exposed by the breach. Access to student data will be limited to only those individuals who have a legitimate educational interest in the related records. The educational records will only be used for purposes authorized in the contract for data services.

7. Part 7 – Bridges Data and Professional Development Acknowledgment of the Parents’ Bill of Rights

With the steps outlined in this Data Security and Privacy Plan Bridges Data and Professional Development agrees to abide by the Parents’ Bill of Rights. This Data Security and Privacy Plan comes with a signed copy of the Parents’ Bill of Rights which indicates our awareness of and commitment to its requirement to protect the confidentiality and security of personally identifiable student information.