



**Contract  
Submittal**

Board of Cooperative Educational Services  
First Supervisory District of Suffolk County  
201 Sunrise Highway  
Patchogue, NY 11772

**Contractor:** K12 Insight, LLC  
**Program:** Financial and District Services

**Cost:** \$200,000  
**CoSer No.:** 601-R004  
**Term:** 12/21/2020-6/30/2022

**Contract Submitted for**  Yes  No  
**Preliminary Review**  Yes  No

**New Contract?**  Yes  No  
**Renewal?**  Yes  No

**Purpose and Rationale** (limit to 4 lines of text): K12 Insight, LLC will provide ESBOCES and component school districts with a comprehensive survey tool that will assist in providing school districts with information from stakeholders to meet the communication needs of the school administrators. This amendment will extend the contract for the term December 21, 2020 to June 30, 2022.

**Participating Districts/Agencies** (attach listing if additional space is needed):

Nyack Public Schools	Fayetteville Manlius CSD	Smithtown CSD	
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	Certifications	Yes	No	Other
1	The proposed contractor is aware of all responsibilities.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
2	References have been checked and found to be positive.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
3	Rates/prices have been compared and found to be competitive.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4	The contracted services are necessary, appropriate, and desirable.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
5	There is a family relationship with the proposed contractor.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

Source of funding:  Budget Appropriation  Grant  Donation  District Funds  None

If you answered "No" to questions 1-4 above or "Yes" to question 5 above, please provide a detailed explanation either in the column headed "Other" or in a memo accompanying this document.

I recommend that the attached contract be approved.

11/19/20  
Date

Program Administrator

Print Name: Tim Murphy

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I have reviewed the documentation submitted herein, and I concur with the recommendation put forth. The *Data Privacy Plan* from Contractor is acceptable, if applicable.

11/19/2020  
Date

Supervising Director/Assistant  
Superintendent/District Superintendent

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The manner in which the services covered by this contract are being obtained is consistent with all purchasing laws, regulations, and policies.

State Contract No. \_\_\_\_\_

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School Purchasing Agent/Purchasing Agent \_\_\_\_\_ Date \_\_\_\_\_

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I have reviewed the documentation submitted herein and certify that the terms and conditions are consistent with laws, regulations, and policies.

\_\_\_\_\_  
Date

Senior Contracts Examiner

The services, as represented in the documentation submitted, are compliant with CoSer guidelines.

Susan Maddi 11/19/20  
Date

Director of Administrative Services

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I have reviewed the documentation submitted herein and certify that all requirements related to the Department of Human Resources have been satisfied.

NYS/NYC Retirement System Status

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Assistant Superintendent - Human Resources \_\_\_\_\_ Date \_\_\_\_\_

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I have reviewed the documentation submitted herein, and I concur with the recommendation put forth.

Supervising Associate Superintendent \_\_\_\_\_ Date \_\_\_\_\_

Department of Business Services  
9/19/2017



**Board Agenda  
Item Submittal**

Board of Cooperative Educational Services  
First Supervisory District of Suffolk County  
201 Sunrise Highway  
Patchogue, New York 11772

Date: 11/18/2020

Initiating Administrative Council Member: Darlene Roces

Item Submitted for inclusion on the December 9, 2020 Board agenda.

This item should be placed on the following section of the agenda:

- New Business
- Unfinished Business

This item is a Type II Action under the State Environmental Quality Review Act (SEQRA) Regulations, 6 NYCRR 617.5 and has no significant impact on the environment.

YES       NO

If no, please explain:

Agenda Item Summary: Recommended approval of an Agreement Amendment between Eastern Suffolk BOCES and K12 Insight LLC, for a term commencing December 21, 2020 through June 30, 2022. This Agreement Amendment will allow Eastern Suffolk BOCES to offer K12 Insight LLC, a survey tool to allow feedback from stakeholders to school district administrators. The anticipated cost will not exceed \$200,000, which will be off-set by district participation.

Recommended Motion: "BE IT RESOLVED that the Board of Cooperative Educational Services, First Supervisory District of Suffolk County, hereby approves the Agreement Amendment between Eastern Suffolk BOCES and K12 Insight LLC, for a term commencing December 21, 2020 through June 30, 2022."

Supporting Information:       NO     YES – Description: Agreement Amendment, Exhibits A, B, C, F and H, Disclosure and W-9.

This item, including the summary paragraph, recommended motion, and supporting information, has been reviewed and approved by:

Administrative Council Member

11/19/2020  
Date

Date

Supervising Cabinet Member

Date

# Agreement Amendment

WHEREAS, an Agreement was made between Board of Cooperative Educational Services, First Supervisory District of Suffolk County ("Eastern Suffolk BOCES") and K12 Insight LLC ("K12 Insight") dated December 21, 2011; and

WHEREAS, the Agreement, as amended, expires on December 20, 2020; and

WHEREAS, the parties desire to extend and amend the Agreement; and

WHEREAS, Section 3.6 of the Agreement, entitled "Renewal", provides that this Agreement may be renewed by the Parties for a period of time to be agreed upon by the Parties in writing at the time of renewal; and

WHEREAS, Section 11.7 of the Agreement, entitled "Modification", provides that this Agreement may only be modified or amended upon mutual written agreement of the Parties; and

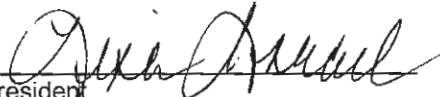
WHEREAS, such extension and amendment are permitted under New York State and local laws.

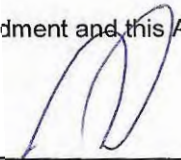
NOW, THEREFORE, the parties mutually agree in writing to the following:

1. The Agreement shall be extended for a period of one and one half (1½) years commencing on December 21, 2020 and ending on June 30, 2022.
2. Effective as of December 21, 2020, EXHIBITS A, B, C, F and H shall be deleted in their entirety and replaced with the new EXHIBITS A, B, C, F and H attached hereto and hereby made a part of this Agreement.

IT IS FURTHER AGREED, all other terms of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment and this Amendment shall be effective as of the last signature date written below.

  
\_\_\_\_\_  
Board President,  
Board of Cooperative Educational Services,  
First Supervisory District of Suffolk County

  
\_\_\_\_\_  
K12 Insight, LLC,

Adam Dean

\_\_\_\_\_  
Print Name

VP of Finance

\_\_\_\_\_  
Title

12/9/20  
\_\_\_\_\_  
Date

11/18/20  
\_\_\_\_\_  
Date

# Agreement Amendment

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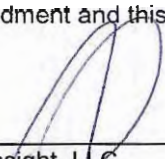
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Board President,  
Board of Cooperative Educational Services,  
First Supervisory District of Suffolk County

  
\_\_\_\_\_  
K12 Insight, LLC,  
  
Adam Dean  
\_\_\_\_\_  
Print Name  
  
VP of Finance  
\_\_\_\_\_  
Title

12/9/20  
\_\_\_\_\_  
Date

11/18/20  
\_\_\_\_\_  
Date

## EXHIBIT A.

December 21, 2020 - June 30, 2022

### Components of K12 *Insight's* Solution

K12 *Insight* has been in the business of helping organizations directly or indirectly associated with education implement solutions for improving customer service and sustaining engagement with stakeholders through periodic, topical surveys provided via a catalog of surveys, or via a custom-designed tool with management services. Unlike other survey implementations, the primary objective behind K12 *Insight's* surveys has been to build engagement and offer greater transparency to stakeholders, thereby building greater reserves of trust between teachers, parents, students, staff and community members. To ease the procurement process for smaller school districts while allowing for large district flexibility, our survey product offerings include both a 'do-it-yourself' survey solution called Engage Lite, as well as Managed Survey Studies w Advisory Services.

While a system of listening facilitated by periodic surveys vastly improves a school system's relationship with its stakeholders, social media platforms have cultured an 'always-on' dialogue and an urgency for comments, concerns and ideas to be heard that cannot be met by traditional survey methods. Social media tools have become too comprehensive for any single institution to track and many participants are simply looking for clarification or information on a matter that impacts them. To answer that need, K12 *Insight* has built an 'always on' tool to ease the management of inbound and outbound communications, be those questions, comments, suggestions, concerns or even compliments, with the capability to aggregate data and report on incoming issues to facilitate continuous improvement. This product is a distinct offering from K12 *Insight's* customer service & community engagement suite, called Let's Talk!

As school systems offer new avenues for communication and community members submit candid feedback, district personnel must be prepared to respond. While educational institutions have not traditionally thought of their stakeholders as 'customers,' the rise of school choice, vouchers and charters has produced an environment where poor customer experiences can have negative impacts system-wide. K12 *Insight* has risen to meet this need and now offers a new training series of Customer Service Professional Development workshops to educate district leadership and staff on how to meet these needs with confidence and ease.

A school district may now procure one or more of the following K12 *Insight* solutions. Much of the following remains unchanged, but this document has been updated to include new pricing models for existing services, as well as new product offerings such as our DTSDE Study Package. This document also reflects the retirement of the Blueprint Services product line that K12 *Insight* no longer offers.

1. Engage Lite Services
2. Managed Studies with Advisory Services
3. Let's Talk! Services
4. Customer Service Professional Development

**EXHIBIT A.**

**December 21, 2020 - June 30, 2022**

**I. Engage Lite Services**

**Subscription to Engage Lite**

Three user-subscription access licenses to K12 *Insight's* Engage platform to create and launch surveys, run reports and analytics, collaborate with other users, and download and archive data.

**Subscription to YourVoice**

Subscription to the YourVoice tool to publish a video, message and current, past and future engagement initiatives on a district website to create a persistent narrative of transparency and collaborative decision-making.

**Engage Lite Training and Support**

Also provided are continuous and ongoing phone and online support via a dedicated Engage customer service team, as well as access to dedicated engagement specialists to assist in survey platform management and implementation.

**II. Managed Studies with Advisory Services**

**Managed Survey Study**

K12 *Insight's* Client Success team will work with district leadership to identify study goals, topics and reporting requirements to develop and implement a study from our catalog of surveys or to customize a survey tool specific to their needs. Each Managed Study includes:

- One respondent group
- One language translation
- Verbatim theme analysis for one open-response question
- Pre-and Post-survey engagement and communications templates

**Advisory Services**

K12 *Insight's* Client Success team also has expertise in research and survey methodology and design, data analytics and data visualization, as well as a wide range of in-depth content knowledge and school district experience. Our researchers can assist with survey projects in many ways.

**DTSDE Study Package**

The DTSDE Study Package is a comprehensive approach to evaluate and measure stakeholder feedback to inform school and/or district reviews. Stakeholder feedback is a requirement of the Diagnostic Tool for School and District Effectiveness (DTSDE) mandated by the New York State Education Department for Focus and Priority Schools.

These surveys will be administered to parents/guardians (district-wide), staff (instructional), and students in grades 3-12. Questions are aligned with the six tenets: District Leadership and Capacity, School Leader Practices and Decisions, Curriculum Development and Support, Teacher Practices and Decisions, Student Social and Emotional Developmental Health, and Family and Community Engagement.

Questions can be added or refined based on district need. Reports at the district- and school-level compare stakeholder groups and identify successes and challenges within each of the six tenets to best inform the review process and aide leaders in the development and monitoring of school and district improvement plans.

**EXHIBIT A.**

**December 21, 2020 - June 30, 2022**

**Making Feedback Matter Workshop**

K12 *Insight's* Making Feedback Matter Workshop is a hands-on workshop designed to walk staff through survey results via a four-step process to review, analyze and interpret findings to create goals and action plans for school and/or district improvement plans. Each facilitated workshop includes:

- A reproducible data workshop protocol
- Discussion questions
- Root cause analysis process
- Handouts & Activity templates

**Focus Group Session**

K12 *Insight's* Client Success team will work with district leadership to identify study goals, topics and a participant selection strategy to develop and implement a focus group study. Each study includes:

- A protocol for each participant group
- Participant recruitment and selection
- On-site facilitation
- Data analysis and summary report

**III. Let's Talk! Services**

**Subscription to Let's Talk!**

K12 *Insight* provides Software as a Service to serve as a single, centralized, secure cloud-based repository of all incoming questions, comments, concerns, suggestions and compliments by any stakeholder in the District. Software customization is offered for multiple languages. Also includes mobile app and customization of Let's Talk! platform to automatically assign ownership of all dialogues from multiple channels and issue alerts to administrators. Administrators will be able to access the Let's Talk! system using a secure login ID and password, allowing them to collaborate with each other and respond to incoming dialogue.

**Let's Talk! Support**

K12 *Insight* offers continuous and ongoing support via a dedicated Let's Talk! customer service team and access to dedicated engagement specialists to assist in feedback management and implementation.

**Let's Talk! On-Site Training**

K12 *Insight* will provide on-site training sessions for a high-fidelity deployment or implementation of Let's Talk! A single session accommodates up to 20 users and lasts 90 minutes. Up to 4 sessions can be conducted in one day by one trainer.

**IV. Customer Service Professional Development**

K12 *Insight* will provide on-site training for staff members from schools and/or departments on Best Practices in Customer Service. The program helps staff develop the skills and strategies necessary to provide an exceptional experience for all customers. School and department representatives will receive strategies and materials needed to train staff in their school/department on these best practices. Up to 2 sessions can be conducted per day, with up to 50 participants per session.

**EXHIBIT B.**

**December 21, 2020 - June 30, 2022**

**Solution Components Offered by Eastern Suffolk BOCES To End Users  
(Based on Exhibit A. Proposal for Terms)**

**K12 *Insight* shall commit the resources necessary to train Eastern Suffolk BOCES to satisfy the training and support requirements of the following two Components:**

1. **Component I – Let’s Talk! Services**  
Conduct annual training of all staff of local districts via webinar.
  
2. **Component II – Engage Lite Services**  
Conduct annual training of all staff of local districts via webinar.



**EXHIBIT C.**

**December 21, 2020 - June 30, 2022**

**Financial Terms Between K12 *Insight* and Eastern Suffolk BOCES**

**Financial Terms**

K12 *Insight* offers its solution at four distinct service levels. The costs associated with each service level are indicated in the pages that follow. Below, we indicate the financial terms between Eastern Suffolk BOCES and K12 *Insight*.

<b>Services</b>	<b>Cost to District</b>	<b>Paid to BOCES for Services Rendered</b>
A) Workshop, Focus Group and Professional Development Services	See Service Level A Details	10% of Total
B) Let's Talk! Services	See Service Level B Details	10% of Total
C) Engage Lite Services	See Service Level C Details	10% of Total
D) Managed Studies Services	See Service Level D Details	10% of Total

**EXHIBIT C.**

December 21, 2020 - June 30, 2022

**PRODUCTS AND SERVICES STANDARD PRICING**

<b>SERVICE LEVEL A DETAILS</b>		
<b>Workshops, Focus Groups &amp; Professional Development</b>		
<b>Service</b>	<b>Price</b>	<b>Unit</b>
Customer Service Workshop	\$3,433	per workshop
Making Feedback Matter Workshop	\$3,433	per workshop
Focus Group Session	\$2,288	per session
Travel to District	\$1,040	per day

<b>SERVICE LEVEL B DETAILS</b>		
<b>Let's Talk! Services</b>		
<b>Service</b>	<b>Price</b>	<b>Unit</b>
Subscription to Let's Talk! Platform	\$2.92	per student, per year
Let's Talk! Support	\$1,650	per year
On-Site Training	\$3,300	per day
Travel to District	\$1,040	per day

<b>SERVICE LEVEL C DETAILS</b>		
<b>Engage Lite Services</b>		
<b>Service</b>	<b>Price</b>	<b>Unit</b>
Subscription to Engage Platform (supports up to 3 users)	\$8,250	per year
Additional Users	\$330	per user

<b>SERVICE LEVEL D DETAILS</b>		
<b>Managed Survey Studies w Advisory Services</b>		
<b>Service</b>	<b>Price</b>	<b>Unit</b>
Customized Survey Study, Reports and Communication Campaign	\$17,600	per study
DTSDE Study Package	\$22,000	per study
Additional Respondent Groups	\$2,750	per group
Additional System Reports	\$110	per report
Additional Custom Reports	\$330	per report
Additional Language Translation	\$990	per language
Additional Verbatim Theme Analysis	\$110	per hour
Data Entry for Paper Surveys	\$55	per hour
Custom School Board Presentation	\$2,288	per presentation
Advisory Services	\$137	per hour
Travel to District	\$1,040	per day

## SCHEDULE F

### AGREEMENT TO LICENSE TERMS

#### **Participant Agreement to Terms for the Board of Cooperative Educational Services, First Supervisory District of Suffolk County -- LICENSE AGREEMENT**

K12 Insight, LLC ("K12 Insight" or "Contractor") and Board of Cooperative Educational Services, First Supervisory District of Suffolk County ("ESBOCES") entered into the License Agreement on December 21, 2011 (the "Agreement") under which CONTRACTOR has agreed to provide and ESBOCES agrees to pay for certain License to ESBOCES and/or ESBOCES' authorized participating school districts and/or other educational institutions (such institutions that elect to receive the License), ("Participants"). The Participant identified below desires to participate in the Agreement as a Participant. This Participant agreement ("Agreement to Terms") demonstrates Participant's intent to be bound by the Terms and Conditions of the Agreement.

ESBOCES responds to program requests and initiatives from the New York State Education Department, and/or Participants and determines educational needs that would be most efficiently and cost effectively met on a regional, cooperative basis (the "Program"). Under the Program, ESBOCES will pay for eligible Participants to utilize Contractor's License for its eligible students identified in the Agreement. Participants must follow ESBOCES' procedures to sign up and pay for the services.

Pursuant to Section 3 of the Agreement, Contractor has granted ESBOCES and its' authorized Participants the right to use certain. Participant identified below have elected to participate in the Program.

Accordingly, Participant agrees as follows:

1. The capitalized terms in this Agreement to Terms shall refer to and have the same meaning as the capitalized terms in the Agreement.
2. That Participating School Districts and/or Participant is hereby bound by the terms and conditions of the Agreement, including, but not limited to, all applicable Schedules, Exhibits and/or Agreement to Terms, and shall participate in the Agreement as a Participant.
3. Participant is responsible for complying with the requirements of New York Education Law Section 2-d and its implementing regulations, Part 121 of the Commissioner's Regulations, as such are applicable to the Agreement, including but not limited to receiving, investigating, and responding to parent complaints.
4. That the Services available to ESBOCES and its Participants, set forth in the Agreement, are limited to the Assessments and Services ordered by ESBOCES and identified in Exhibits A, B, C and D.

5. Subject to the terms of the Agreement, Participant agrees to receive the Services selected by it and as set forth in the Agreement. Participant shall be solely responsible for any and all Services received by it through the Agreement.

Participant Name		Street		City, State & Zip			Phone
School/District Full Name		Shipping Street		Shipping City	Shipping State/Province	Shipping Zip/Postal Code	Account Phone
Contact	Site Contact Name	Title	Site Contact Title	Email	Site Contact Email		

6. This Agreement to Terms shall become effective on the date the Participant signs the Agreement to Terms and shall be coterminous with the Agreement. Any changes to the Agreement, the Services, the Descriptions of Services and/or pricing agreed to between Contractor and ESBOCES shall automatically be included in this Agreement to Terms without the requirement for an amendment.
7. Participant agrees to comply with all Contractor required information and deadlines in order to participate in selected Services.
8. Contractor, ESBOCES, or Participant may terminate this Agreement to Terms with or without cause upon thirty (30) days written notice to the other two parties. In the event that this Agreement to Terms is terminated, the Agreement shall remain in full force and effect and shall be enforceable in accordance with its terms. If the Agreement is terminated/cancelled, then this Agreement to Terms shall be immediately terminated/cancelled.
9. Participant represents and warrants (a) that it has the requisite authority to execute this Participant Agreement to Terms; and (b) that the individual(s) signing the Agreement to Terms on behalf of such party is (are) authorized to do so. Participant may and hereby does bind itself to the terms and conditions of the Agreement, including without limitation, all applicable Supplements.

Execution of this Agreement to Terms shall have no effect on the enforceability of the Agreement in accordance with its terms.

Participant (District): \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT H**

**EDUCATION LAW 2-d RIDER**

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 sign 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 K12 Insight, LLC (the "Contractor" or "K12 Insight") is a covered third-party contractor.

In order to comply with the mandates of Education Law 2-d, and notwithstanding any provision of the Agreement 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"), and 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 of ESBOCES' and/or participating school districts' data unless otherwise provided, 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 of 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;
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 acknowledgement, acceptance, and signature of ESBOCES' or participating school district's Parents' Bill of Rights.

NAME OF CONTRACTOR: K12 Insight LLC

BY:  DATED: 11/18/20

**DATA PRIVACY AND SECURITY PLAN**

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



## **K12 *Insight* PRIVACY POLICY**

K12 *Insight*, LLC (“K12 *Insight*” “us” or “we”) is committed to protecting the personal information of our Clients, users, and visitors. This Privacy Policy explains how your personal information is collected, used, and disclosed by K12 *Insight* in connection with our website and online services available at [www.k12insight.com](http://www.k12insight.com), or any other website or mobile application linked to this Privacy Policy (collectively, the “Sites”). This Privacy Policy also describes how we collect Data through the online software platform and technology services solutions used by our Clients to engage with their customers, end users, students, parents, school community members, and other individuals (the “Client Solutions”). The Site and Client Solutions together are collectively referred to as our “Service.” “You” or “your” means a visitor or a user (whether signed in or not) of our Service.

This Privacy Policy describes K12 *Insight*’s use of information collected through the Service. This Privacy Policy does not govern the data practices of any third parties, such as our Clients who may use your personal information collected through the Service for their own purposes in accordance with their own privacy policy.

By accessing or using our Service, you signify that you have read, understood, and agree to our collection, storage, use and disclosure of personal information as described in this Privacy Policy.

### **1. OUR SOLUTION, SOFTWARE AND SERVICES**

K12 *Insight* software solutions are provided in an Application Service Provider (“ASP”) model and accessed using industry-standard web browsers via the web, or a mobile device, or using a mobile app on a mobile device. Many of our Clients use our software solutions on a Self-Service basis, whereby the Client or its authorized staff are solely responsible for the data they input to our system and the data our systems collect from their stakeholders. Such use of our solution is referred to in this document as “Self-Service.” In some instances, we may manage a project on behalf of our Clients, which we refer to as our “Consulting Service.” In either scenario, we process Client Data (defined below) on our Client’s behalf.

### **2. HOW WE COLLECT INFORMATION AND DATA**

We collect personal information in a variety of ways through our Sites and Solutions.

When registering for our Services or submitting a request on our Sites, we generally request the following information: including, but not limited to, name and contact information, company name, name of business representative, title of business representatives, company address, telephone number, email address, username and password, and billing information which may include credit card numbers. Clients also provide us with information regarding the services they have ordered. We may also collect information if you complete a survey or provide content or commentary through the provision of feedback, reviews, or customer service requests, or otherwise communicate with us.

In providing the Client Solutions, we collect information and content input to the Solution by Clients or their users as well as information generated by K12 *Insight* relating to the Client’s use of the Solution (all of which we call “Data”). Depending on how the Client chooses to use (or, in case of Consulting Services, direct K12 *Insight* staff to use) the Client Solutions, Data may include personal information relating to our Client’s employees, visitors, users and others. For example, when used by a School Client, Data could include first and last name, student ID number, grade level, ethnicity, address, phone number, and

email, or any combination of the same, and Let's Talk! dialogue information, which contains questions, comments, concerns, suggestions, compliments, and similar communications by any stakeholder in a school system.

We automatically collect certain types of device and usage information when you visit or use our Sites or Solutions deployed on Client websites through tracking technologies such as cookies, web beacons, pixels, and similar technologies. We collect information about your device and its software (such as your IP address, device type/model/manufacturer, and unique identifier), information about the way you access and use the Service (such as visited pages, surveys, landing pages of our Clients and interest areas, referring URLs), information about your location (depending on your device settings, this could include GPS or other location data, or we may infer your location through other data such as an IP address), and analytics information. We may use third party partners to collect this information. For example, we use Google Analytics to help us measure traffic and usage trends for the Service and to understand more about the demographics of our users. You can learn more about Google's practices at <http://www.google.com/policies/privacy/partners> and view its opt-out options at <https://tools.google.com/dlpage/gaoptout>. Unfortunately, we are unable to respond to Do Not Track signals set by your browser at this time. We and our third-party partners may also use cookies and tracking technologies for advertising purposes. For more information about tracking technologies, please see Section 7 "third-party tracking and online advertising" below.

### **3. HOW WE USE INFORMATION**

We use the information we collect, including personal information, to operate, maintain, and provide the features and functionality of the Service, to process billing and payments, to improve, market and promote our solutions and services, to inform our marketing and advertising activities; to detect and protect against fraud or misuse, and for other similar purposes. We also use information to communicate directly with you, such as to send you email messages and push notifications and permit you to communicate with others. We may send you Service-related emails or messages (e.g., account verification, change or updates to features of the Service, technical and security notices).

We use information collected through tracking technologies to remember information so that a user will not have to re-enter it during subsequent visits; provide custom, personalized content and information; to provide and monitor the effectiveness of our Service; monitor aggregate metrics such as total number of visitors, traffic, and usage on our website and our Service; diagnose or fix technology problems; help users efficiently access information after signing in, and otherwise to plan for and enhance our Service.

### **4. HOW WE USE CLIENT DATA**

K12 *Insight* collects and processes Data solely on behalf of our Clients, and in accordance with our agreements with our Clients, in order to provide our Solutions and Service. All Data is owned and controlled by the Client and we regard Data as highly confidential. We do not use or disclose Data except as authorized and required by our Clients and as provided for in our agreements with our Clients.

We maintain a database of our Clients' information that is used only for internal business functions, such as technical support, marketing activities, billing, and to notify Clients of changes or enhancements to the services. We may use Data to improve the performance of our website and services by analyzing user behavior, including frequency of use, troubleshooting technical problems, resolving disputes and to address complaints, and to verify compliance with our Terms of Service. We may also anonymize and aggregate the Data and use such anonymized and aggregated data for our own business purposes and benchmarks.

K12 *Insight*, its staff, and authorized consultants, all of whom follow this Privacy Policy and are bound to protect Client Data in the manner indicated here, may access Data solely to provide customer support or Services requested by Client. Other than to provide technical support upon request or to process Data as part of a Consulting Service, K12 *Insight* employees and consultants do not actively access and view Data.

## 5. INFORMATION SHARING AND DISCLOSURE

We may share information that we collect with:

- Agents, vendors, or contractors that K12 *Insight* uses to support the operations of our business and that perform services on our behalf, which may include serving targeted advertisements, sending emails, processing payments, providing web hosting and analytic services, subject to reasonable confidentiality terms.
- Third parties as required by law or subpoena or if we reasonably believe that such action is necessary to (a) comply with the law and the reasonable requests of law enforcement; (b) to enforce our Terms of Use or other agreements or to protect the security or integrity of the K12 *Insight* Service, including to prevent harm or financial loss, or in connection with preventing fraud or illegal activity; and/or (c) to exercise or protect the rights, property, or personal safety of K12 *Insight*, our Clients, users or others.
- With other companies and brands owned or controlled by K12 *Insight*, or under common ownership and control as K12 *Insight*. These companies will use your personal information in the same way as we can under this Privacy Policy.
- Other parties in connection with a company transaction, such as a merger, sale of company assets or shares, reorganization, financing, change of control or acquisition of all or a portion of our business by another company or third party, or in the event of a bankruptcy or related or similar proceedings. If we sell, divest or transfer our business, we will require the new owner to continue to honor the terms provided in this Privacy Policy or we will provide the Client with notice and an opportunity to opt-out of the transfer of Data before the transfer occurs.

In addition, Data collected from or on behalf of a Client is shared with that Client and its authorized users. Depending on the Client's use and settings, some Data Input to the Solutions may be publicly available to other Client users or to the public. We also share Data with third parties as instructed by, or at the direction of, the Client or its users. Our Client's use of such Data collected through the Service is governed by the Client's own privacy policies.

We may also share information or Data with others in an aggregated or otherwise anonymized form that does not reasonably identify you directly as an individual. For example, we may use and share aggregate or anonymized data to study and improve our Service, user functionality and product offerings.

We may share Information or Data to the extent necessary to investigate, prevent or take action regarding illegal activities, suspected fraud, situations involving potential threats to the physical safety of any person, violations of our [Terms of Service](#), or as otherwise required by law. However, electronic communications made through the Let's Talk!™ Service may be deemed an "electronic communication" by K12 *Insight*. As such, K12 *Insight* reserves the right to protect information that it believes is protected from compelled disclosure pursuant to the Electronic Communications Privacy Act, 18 U.S.C. § 2510, et seq., ("ECPA") and the Stored Communications Act, 18 U.S.C. § 2701, et seq., ("SCA"), in addition to

protections afforded by state law. The protections provided under the SCA and ECPA enable K12 *Insight* to prevent governmental authorities from seeking compelled disclosure of certain electronic communications.

## 6. YOUR DATA RIGHTS AND CHOICES

**Modifying your information.** Clients' information may be viewed and modified in our active database in real-time, at any time. The changed information may remain in archives and records for some period of time. Once survey responses have been submitted, the survey participant will not be able to access his or her participant information. If you use the Service offered by a K12 *Insight* Client, please contact the Client to request modification to your information.

**Remaining anonymous.** K12 *Insight* has built software features that may allow for anonymity, though these features may depend on the Client's configuration of the Service. For example, the Client may elect to either hide or make available to survey participants certain client contact information in connection with a survey. Similarly, users may be able to send communications through the Service without sharing personal information with the recipient. Please note, the identity of a user may be revealed upon reasonable belief that identification is reasonably necessary to protect the life, health or safety of K12 *Insight*, our users, or any other individual, or as may be required by law or in response to a legal request.

**Control email communications.** You can opt-out of receiving promotional emails from K12 *Insight* by clicking the "unsubscribe" feature at the bottom of each email. Unfortunately, you cannot unsubscribe from Service-related messaging.

**Communications sent by Clients.** Clients may send email or SMS/text messages to recipients through the Client Solutions and K12 *Insight* does not control those communications. Our Clients are solely responsible for all communications sent through the Service and for compliance with all applicable laws relating to such communications. To opt-out of receiving communications from a Client through the Solutions, please contact the Client directly.

## 7. THIRD-PARTY TRACKING AND ONLINE ADVERTISING

K12 *Insight* does not display any targeted ads on the Client Solutions.

Please note that although we may permit third party advertising partners to collect information from visitors to our website for the purpose of displaying advertisements on other websites or online services on our behalf, we take many steps to prevent such collection from users of our Client Solutions. We may display non-targeted advertisements to users on our website, while using our Services or on other sites or services.

When you visit our website, we work with third-party online advertising networks which use technology to recognize your browser or device and to collect information about your visit to our Service to provide customized content, advertising and commercial messages to you on other websites or services, or on other devices you may use. We (through the third-party advertising networks) use this information to direct our online advertisements to those people who may find them relevant to their interests.

Typically, though not always, the information is collected through cookies or similar tracking technologies. You may be able to set your browser to reject cookies or other tracking technology by actively managing the settings on your browser or mobile device. To learn more about cookies, clear

gifs/web beacons and online advertising technologies and how you may opt-out of some of this advertising, you may wish to visit the Digital Advertising Alliance's resources at [www.aboutads.info/choices](http://www.aboutads.info/choices) and/or the Network Advertising Initiative's online resources, at [www.networkadvertising.org](http://www.networkadvertising.org).

## 8. INFORMATION RETENTION AND DELETION

We will retain personal information for as long as needed to provide the Service and for our internal business purposes, which may extend beyond the termination of your subscription or user account. For example, we may retain certain data as necessary to prevent fraud or future abuse, for recordkeeping or other legitimate business purposes, or if required by law. We may also retain and use information which has been de-identified or aggregated such that it can no longer reasonably identify a particular individual. All retained personal information will remain subject to the terms of this Privacy Policy. To request deletion of your information, please email us at [privacy@k12insight.com](mailto:privacy@k12insight.com).

**Data.** Unless otherwise specified in writing, K12 *Insight* shall delete or de-identify Data within ninety (90) days after termination of this Agreement, in accordance with K12 *Insight's* standard data deletion and destruction practices, unless the Client provides K12 *Insight* with a written request to delete such data prior to the ninety (90) days or to follow a different deletion practice. The Client may also delete, download, or retrieve the Data at any time during the Term and for up to thirty (30) days thereafter. The Client is responsible for requesting deletion of any Data which is no longer needed for the Client's purpose.

If you use the Service offered by a K12 *Insight* Client, you may request deletion of your information by contacting the Client directly. We will cooperate with the Client to respond to this request.

We may not be able to immediately or completely delete all data in all instances, such as information retained in technical support records, customer service records, backups, and other similar business records. Similarly, we may not be able to permit information that was previously shared with others through the Services, such as the content of messages and other communications. We will not be required to delete any information which has been de-identified or disassociated with personal identifiers such that the remaining information cannot reasonably be used to identify a particular individual.

## 9. HOW WE STORE AND PROTECT INFORMATION

**Storage and processing:** Your information collected through our Service may be stored and processed in the United States or any other country in which K12 *Insight* or our affiliates or service providers maintain facilities. If you are located in the European Union or other regions with laws governing data collection and use that may differ from U.S. law, please note that we may transfer information, including personal information, to a country and jurisdiction that does not have the same data protection laws as your jurisdiction.

**Keeping information safe:** We care about the security of your information and employ physical, administrative, and technological safeguards designed to preserve the integrity and security of all information collected and maintained by our Service. Unique usernames and passwords must be entered each time a person logs on. Our websites are hosted in a secure server environment that uses a firewall and other technology to prevent access from outside intruders, in line with prevailing industry

standards. Internally, we use security-logs, train our employees, and limit access to K12 *Insight* personnel who need to know in order to perform their job functions. Other security safeguards include, but are not limited to, data encryption and physical and technological access controls. All of our technology and processes are not, however, guarantees of absolute security. In the event that any information under our control is compromised as a result of a breach of security, we will take reasonable steps to investigate the situation and, where appropriate, notify our Client or individual users whose information may have been compromised and take other steps, in accordance with any applicable laws and regulations and our agreements with our Clients. Clients must actively protect their information by maintaining the confidentiality of all usernames and passwords and by adequately installing the appropriate anti-virus programs and security measures on their own systems. You must immediately notify K12 *Insight* if any information security breach is suspected.

#### **10. HOW WE PROTECT STUDENT DATA AND COMPLY WITH LAWS**

When the Service is used by Clients that are providers of educational services, such as schools, school districts, or teachers (collectively referred to as “School Clients”), we may collect or have access to Data that includes personal information of students, which may be provided by the School Client or by a student, parent, guardian or other user (“Student Data”). While we consider all Client Data to be confidential and in general do not use such data for any purpose other than improving and providing our Services to our Clients, we exercise special caution to protect Student Data.

**Student Data privacy principles.** We are committed to the following principles to protect Student Data:

- We collect, maintain, use, and share Student Data only to provide and support the Service as described in our Privacy Policy, to maintain, develop, support or improve our websites, services and applications, and as otherwise permitted by our agreements or with the consent of the parent, guardian, student or School Client.
- We do not use or disclose Student Data for targeted advertising purposes. While we do permit third-party advertising partners to operate on our website for the purpose of retargeting, analytics, and attribution services, we do not engage third party advertising partners to collect information through our Solution Services.
- We do not build a personal profile of a student other than in furtherance of the School Client’s use of the Service, or as authorized by a student or parent.
- We maintain a comprehensive data security program designed to protect the types of Student Data maintained by the Service.
- We will clearly and transparently disclose our data policies and practices to our users.
- We will never sell Student Data unless the sale is part of a corporate transaction, such as a merger, acquisition, bankruptcy, or other sale of assets, in which case we will require the new owner to continue to honor the terms provided in this Privacy Policy or we will provide the School Client with notice and an opportunity to opt-out of the transfer of Student Data by deleting the Student Data before the transfer occurs.

- We will not make any material changes to our Privacy Policy or contractual agreements that relate to the collection or use of Student Data without first giving notice to the School Client and providing a choice before the Student Data are used in a materially different manner than was disclosed when the information was collected.

**How we use and disclose Student Data.** We use and disclose Student Data as described in our Privacy Policy under Section 4 "How We Use Client Data" and Section 5 "Information Sharing and Disclosure."

**How we retain and delete Student Data.** We do not knowingly retain Student Data beyond the time period required to support the School Client's purpose, unless authorized by a School Client, student, or parent. Unless otherwise directed by a School Client, we will delete or de-identify Student Data after the termination of our agreement with the School Client, in accordance with the terms of any applicable written agreement with the School Client, written requests from authorized School Client administrators, and our standard data retention schedule.

School Clients can request account or data deletion at any time by contacting us at [privacy@k12insight.com](mailto:privacy@k12insight.com). We may not be able to immediately or completely delete all data in all instances, such as information retained in technical support records, customer service records, backups, and other similar business records. Similarly, we may not be able to delete information that was previously shared with others through the Services, such as the content of messages and other communications. We will not be required to delete any information which has been de-identified or disassociated with personal identifiers such that the remaining information cannot reasonably be used to identify a particular individual.

**Compliance with laws.** We do not use Student Data for any purpose other than to provide the Services, in accordance with contractual agreements with our School Clients. K12 *Insight* does not own or control Student Data, which belongs to the individual student and/or the School Client. As specified in our agreements with School Clients, the K12 *Insight* Service is designed to provide protections for Student Data as required by various applicable privacy laws. For example:

- **The Family Educational Rights and Privacy Act ("FERPA").** This Privacy Policy and our Service are designed to meet our responsibilities to protect personal information from the students' educational records under FERPA. We agree to work with our School Clients to jointly ensure compliance with the FERPA regulations.
- **Children's Online Privacy Protection Act ("COPPA").** K12 *Insight* is not directed to children under 13 and does not knowingly collect any information from children under the age of 13. To the extent a School Client uses the Service to collect personal information from children under the age of 13 or sends communications through the Service to children under the age of 13, the School Client provides the requisite consent for K12 *Insight* to collect and use such personal information from students under 13 for the purpose of providing the Service and as otherwise described in this Agreement, as permitted by COPPA.
- **Students Online Personal Information Protection Act ("SOPIPA").** This Privacy Policy and our Service are designed to comply with SOPIPA. We do not use Student Data for targeted advertising purposes. We do not use collected information to amass a profile of a K-12 student except in furtherance of providing the features and functionality of the Service. We never sell Student Data unless the sale is part of a corporate transaction, such as a merger, acquisition,

bankruptcy, or other sale of assets, in which case we make efforts to ensure the successor entity honors the privacy commitments made in this policy and/or we will notify the School Client and provide an opportunity to opt-out by deleting student accounts before the data transfer occurs.

- **California Assembly Bill 1584 ("AB 1584").** This Privacy Policy and our Service are designed to comply with AB 1584. Pupil records obtained by K12 *Insight* from a local educational agency ("LEA") continue to be the property of and under the control of the LEA. Parents, legal guardians, or eligible pupils may review personally identifiable information in the pupil's records and correct erroneous information by contacting their LEA directly. In the event of an unauthorized disclosure of a pupil's records, K12 *Insight* will notify the LEA and will provide the LEA with information to be shared with the affected parent(s), legal guardians(s) or eligible pupil(s). Pupil records will be deleted and/or de-identified in accordance with our agreements with each School Client and as described in this Privacy Policy.

If you have any questions about our practices with regard to Student Data, please contact us at [privacy@k12insight.com](mailto:privacy@k12insight.com).

#### 10. CHANGES TO OUR PRIVACY POLICY.

As we are constantly improving the Services and expanding our business, K12 *Insight* reserves the right to modify this Privacy Policy from time to time to reflect such improvements. In the event we make such changes, we will announce the changes and post the new policy at <https://www.k12insight.com/privacy-policy>. We will also use our best efforts to provide advance notice of any material changes to this Privacy Policy, to permit you a reasonable chance to review before such changes go into effect. If you object to any changes, you may close your account and/or discontinue your use of the Service. Continuing to use our Service after we publish changes to this Privacy Policy means that you are consenting to the changes.

K12 *Insight* shall not make any material change to the Privacy Policy or our practices that involve the collection or use of Student Data without first giving thirty (30) days' notice to School Client and providing a choice before the Student Data is used in a materially different manner than was disclosed when the information was collected.

Last Updated: December 15, 2019

Effective Date: January 1, 2020



**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. The Agency 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](mailto:cdamus@esboces.org)

Or in writing to:

Chief Privacy Officer  
New York State Education Department  
89 Washington Avenue  
Albany, New York 12234.  
[CPO@mail.nysed.gov](mailto: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 agreements with certain third-party contractors. Pursuant to such agreements, third-party contractors may have access to "student data" and/or "teacher or principal data." Each contract the Agency 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;  
See Section 4. **HOW WE USE CLIENT DATA:** K12 *Insight* collects and processes Data solely

on behalf of our Clients, and in accordance with our agreements with our Clients, in order to provide our Solutions and Service. All Data is owned and controlled by the Client and we regard Data as highly confidential. We do not use or disclose Data except as authorized and required by our Clients and as provided for in our agreements with our Clients.

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

**See Section 5. Information Sharing and Disclosure:**

We may share information that we collect with:

- Agents, vendors, or contractors that K12 *Insight* uses to support the operations of our business and that perform services on our behalf, which may include serving targeted advertisements, sending emails, processing payments, providing web hosting and analytic services, subject to reasonable confidentiality terms.
- Third parties as required by law or subpoena or if we reasonably believe that such action is necessary to (a) comply with the law and the reasonable requests of law enforcement; (b) to enforce our Terms of Use or other agreements or to protect the security or integrity of the K12 *Insight* Service, including to prevent harm or financial loss, or in connection with preventing fraud or illegal activity; and/or (c) to exercise or protect the rights, property, or personal safety of K12 *Insight*, our Clients, users or others.

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

**See Section 8. Data:** Unless otherwise specified in writing, K12 *Insight* shall delete or de-identify Data within ninety (90) days after termination of this Agreement, in accordance with K12 *Insight*'s standard data deletion and destruction practices, unless the Client provides K12 *Insight* with a written request to delete such data prior to the ninety (90) days or to follow a different deletion practice. The Client may also delete, download, or retrieve the Data at any time during the Term and for up to thirty (30) days thereafter. The Client is responsible for requesting deletion of any Data which is no longer needed for the Client's purpose.

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 that is collected; and

**See Section 6. Modifying Your Information:** Clients' information may be viewed and modified in our active database in real-time, at any time. The changed information may remain in archives and records for some period of time. Once survey responses have been submitted, the survey participant will not be able to access his or her participant information. If you use the Service offered by a K12 *Insight* Client, please contact the Client to request modification to your information.

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 such data will be protected, including whether such data will be encrypted.

**See Section 9. How We Store and Protect Information:**

**Storage and processing:** Your information collected through our Service may be stored and processed in the United States or any other country in which K12 *Insight* or our affiliates or service providers maintain facilities. If you are located in the European Union or other regions with laws governing data collection and use that may differ from U.S. law, please note that we may transfer information, including personal information, to a country and jurisdiction that does not have the same data protection laws as your jurisdiction.

**Keeping information safe:** We care about the security of your information and employ physical, administrative, and technological safeguards designed to preserve the integrity and security of all information collected and maintained by our Service. Unique usernames and passwords must be entered each time a person logs on. Our websites are hosted in a secure server environment that uses a firewall and other technology to prevent access from outside intruders, in line with prevailing industry standards. Internally, we use security-logs, train our employees, and limit

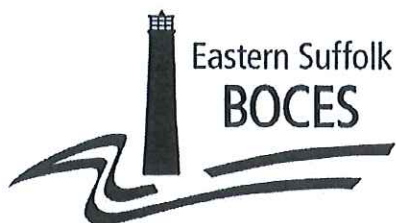
access to K12 *Insight* personnel who need to know in order to perform their job functions. Other security safeguards include, but are not limited to, data encryption and physical and technological access controls.

**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 education 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;
9. Provide a signed copy of this Bill of Rights to Eastern Suffolk BOCES thereby acknowledging that they are aware of and agree to abide by this Bill of Rights.

This 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 ESBOCES Parents' Bill of Rights must be made a part of Contractor's Data Security and Privacy Plan.



Eastern Suffolk  
BOCES

Educational Services That Transform Lives

**Disclosure**

Department of Business Services  
Board of Cooperative Educational Services  
First Supervisory District of Suffolk County  
201 Sunrise Highway  
Patchogue, NY 11772  
Phone: (631) 687-3160  
Fax: (631) 289-2327

**Government entities, municipalities, and organizations that provide or receive unpaid clinical or educational internships and/or work experience for students are exempt from completing this form.**

This form must be completed by vendors (including, but not limited to, individuals, corporations, and partnerships) providing services/materials to ESBOCES. If this form is being completed in anticipation of a possible bid award, each bidder must complete this form and include it with the bid submission.

		Yes	No
1	Are you a family member of any ESBOCES employee or ESBOCES Board member?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2	Is any ESBOCES employee or ESBOCES Board member a member or employee of your firm, partnership, or association?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3	Is any ESBOCES employee or ESBOCES Board member an officer, director, or employee of your corporation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4	Does any ESBOCES employee or ESBOCES Board member directly or indirectly control stock in your corporation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If you answered "Yes" to any of the above questions, please indicate the employee's name and position with ESBOCES or the name of the ESBOCES Board member.

\_\_\_\_\_  
Name of ESBOCES Employee or Board Member

\_\_\_\_\_  
Position with ESBOCES

Please list all officers, directors, and principals (such as owners and partners) of the vendor. In the case of corporations, shareholders owning or controlling five percent (5%) or more of the outstanding stock must be listed.

**Name**

**Title**

Suhail Farooqui

CEO

Faisal Farooqui

Secretray

Absar Haaris

Officer

Shakil Ahmed

Officer

Hamid Farooqui

Officer

Adam Dean

VP of Finance (Treasurer)

The undersigned affirms that the above information is true to the best of his/her knowledge and understands that any false statement constitutes a violation of the Penal Law and/or General Municipal Law, as applicable.

**Legal Company**

**Name**

K12 Insight LLC

(as shown on your W-9)

**Address**

2291 Wood Oak Drive, Suite #300, Herndon, VA 20171

**Signature**



**Date**

11/18/20

**Print Name**

Adam Dean

**Title**

VP of Finance