



**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 Versalytix, 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:

BY:

DATED:

Versalytix, Inc.
[Signature]
5/16/2024

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;

Development of a new ESBOCES Analytics Portal

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;

Versalytix will take measures to restrict access to only personnel who need that personal information to effectively provide services to you; Additional, all the personnel involved will take a refresher on the data protection and security requirements.

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

Data about students, teachers, and/or principals will reside on ESBOCES servers and accessed through secure protocols.

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

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

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.

For this specific project, the data will be stored within ESBOCES's infrastructure with security policy determined by ESBOCES resources. Data will reside in both ESBOCES databases and ESBOCES' Tableau Server.

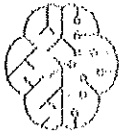
Third-Party Contractors are required to:

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.

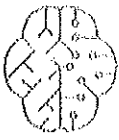
This Parents' Bill of Rights is subject to change based on regulations of the Commissioner of Education and the New York State Education Department's Chief Privacy Officer, as well as emerging guidance documents.

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



Privacy Policy

This Policy was last reviewed and updated on: 28th November 2023



Privacy Policy

Versalytix values and respects the privacy of the people we deal with. Versalytix is committed to protecting your privacy and complying with applicable privacy laws and regulations.

This Privacy Policy (Policy) describes how we collect, hold, use and disclose your personal information, and how we maintain the quality and security of your personal information.

What is personal information?

“Personal information” means any information or opinion, whether true or not, and whether recorded in a material form or not, about an identified individual or an individual who is reasonably identifiable. In general terms, this includes information or an opinion that personally identifies you either directly (e.g. your name) or Indirectly.

What personal information do we collect?

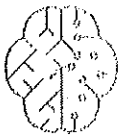
The personal information we collect about you depends on the nature of your dealings with us or what you choose to share with us.

The personal information we collect about you may include:

- name;
- email address;

Under certain circumstances, Versalytix may need to collect sensitive information about you. If we collect your sensitive information, we will do so only with your consent, or as otherwise required or authorized by law, and we take appropriate measures to protect the security of this information.

You do not have to provide us with your personal information. Where possible, we will give you the option to interact with us anonymously or by using a pseudonym.



However, if you choose to deal with us in this way or choose not to provide us with your personal information, we may not be able to provide you with our services or otherwise interact with you.

How do we collect your personal information?

We collect your personal information directly from you when you:

- interact with us over the phone;
- interact with us in person;
- interact with us online;
- participate in surveys or questionnaires;
- attend a Versalytix event;
- subscribe to our mailing list;
- apply for a position with us as an employee, contractor or volunteer;
- Provide access to data stores and computer systems

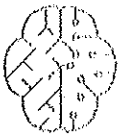
Collecting personal information from third parties

We may also collect your personal information from third parties or through publicly available sources.

How do we use your personal information?

We use personal information for many purposes in connection with our functions and activities, including the following purposes:

- provide you with information or services that you request from us;
- deliver to you a more personalized experience and service offering;



How do we protect your personal information?

Versalytix will take reasonable steps to ensure that the personal information that we hold about you is kept confidential and secure, including by:

- having a robust physical security of our premises and databases / records;
- taking measures to restrict access to only personnel who need that personal information to effectively provide services to you;
- having technological measures in place (for example, encryption at rest and with data in flight, anti-virus software, fire walls);

Retention of personal information

We will not keep your personal information for longer than we need to. We will only retain your personal information for the duration of your relationship with us unless we are required to retain your personal information to comply with applicable laws.

How to access and correct your personal information

Versalytix will endeavor to keep your personal information accurate, complete and up to date. If you wish to make a request to access and / or correct the personal information we hold about you, you should make a request by contacting us and we will usually respond within 15 days.

How to contact us

If you have a question or concern in relation to our handling of your personal information or this Policy, you can contact us for assistance as follows:

Contact

Email: privacy@versalytix.com

Phone: 865-771-6932

Address

Attention: Papa Diaw
284 Beaumont Farms Drive
Sharpsburg, GA 30277

Schiede, Lisa

From: Davern, Kate
Sent: Thursday, May 23, 2024 1:55 PM
To: Schiede, Lisa; Dittrich, Vanessa
Subject: RE: Versalytix Professional Services Contract

Approved. Thank you.

From: Schiede, Lisa <lschiede@esboces.org>
Sent: Thursday, May 23, 2024 1:45 PM
To: Davern, Kate <kdavern@esboces.org>; Dittrich, Vanessa <vdittric@esboces.org>
Subject: Versalytix Professional Services Contract

Good afternoon, Kate and Vanessa.

Versalytix submitted an electronic copy of their Professional Services Contract for the June 2024 Board Meeting. After reviewing 2 items with Contracts, it was determined that Versalytix needed to revise 2 pages of their PSC. Their originals were already en route via FedEx when I notified them of the necessary revisions. I have attached the 2 corrected pages.

Would you please approve the electronic submission of pages 27 and 35 of Versalytix's Professional Services Contract.

Thank you,

Lisa Schiede

Senior Account Clerk, School Data Bank Services
Eastern Suffolk BOCES, Educational Support Services
750 Waverly Avenue, Holtsville, NY 11742
631.218.4155
Email: lschiede@esboces.org
Website: <https://www.esboces.org/SDBS> and DataCentral@esboces.org

Educational Support Services:
Working Together to Support Excellence in Education

Please refrain from sending Personally Identifiable Information (PII) via email or attachments. Please use secure transmission methods. If it is necessary to send PII to ESBOCES staff, please use our [Secure Courier](#) email system.