

## SCHEDULE E

### 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 Raptor Technologies, LLC (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 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.

**RAPTOR TECHNOLOGIES, LLC**

BY: Donna Pichard

DATED: 5/13/21

## **DATA PRIVACY AND SECURITY PLAN**

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

## **DATA SECURITY AND PRIVACY PLAN**

Vendor's DATA SECURITY AND PRIVACY PLAN is as follows:

Raptor believes strongly that all data belongs to the client. Client data is retained until the client request in writing that the data be deleted. This deletion can be performed at any time, but cannot be undone.

The data that Raptor collects is used to keep a log of all visitors and other entry data. The Raptor system uses the visitor's first name, last name, and date of birth to check against two databases:

- 1) a database of registered sex offenders in all 50 U.S. states, and
- 2) a custom database populated by school administrative personnel which contains custom alerts such as custodial orders, known gang members, etc.

The Raptor scanner collects the ID photo, first name, last name, date of birth, and the last four digits of the license number (the other digits are replaced with\*\*\*). If two or more visitors have the same first name, last name, and date of birth, Raptor uses the last four digits of the license number to differentiate between them. Only the minimum data needed to accurately identify an entrant is collected (i.e., no address information, no Social Security numbers, no physical characteristic data, etc.). No other data is collected from the ID and a photocopy of the ID is not retained. No data is shared with third parties.

Raptor uses best practices in protecting data. In addition to requiring unique usernames and passwords for each user of the Raptor system, the system utilizes firewalls, intrusion prevention systems, host integrity monitoring, and port filtering as well as the latest security processes and procedures to protect all its systems. All information transmitted to the Raptor Technologies servers during the login/sign in process is encrypted using 256-bit AES encryption and utilizes a nationally-recognized cloud provider. The data is fully encrypted when in transit to and from the disk and when at rest. All communications are fully encrypted when in transit using 256-bit AES encryption.

Raptor limits data to those who need it. Raptor employees have different access to the data based on their job requirements and associated permissions. Access and permissions are controlled by unique usernames and passwords. All Raptor employees have been given full criminal background screenings and are required to sign a non-disclosure agreement that covers all areas of confidentiality prior to working at Raptor Technologies. District/school employees have different access to the data based on their job requirements and associated permissions. User permissions are set by the district/school. Front desk personnel are generally restricted to sign in/sign out entrants and generate reports.

In the event of a possible or actual data leak, Raptor Technologies would immediately inform the District, so the District could immediately communicate to the parents/visitors. Raptor does not store the email and/or phone numbers of the parents/visitors.