

DELTAMATH 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 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 Health Sciences Charter School ("DISTRICT") and DeltaMath Solutions, LLC ("DeltaMath") to the contrary, DeltaMath agrees as follows:

DeltaMath 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 DeltaMath uses to protect its own confidential data, so as to prevent the unauthorized dissemination or publication of Protected Data to third parties. DeltaMath 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. DeltaMath 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, DeltaMath shall have in place sufficient internal controls to ensure that the DISTRICT's and/or Participants' Protected Data is safeguarded in accordance with all applicable laws and regulations, including, but not limited to, the Children's Internet Protection Act, and Family Educational Rights and Privacy Act ("FERPA").

"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 the DISTRICT and/or a Participant. Protected Data also includes any information protected under Education Law 2-d including, but not limited to:

"Personally identifiable information" from student records of the DISTRICT and/or its Participants as that term is defined in §99.3 of FERPA,

-AND-

Personally identifiable information from the records of the DISTRICT and/or its Participants 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.

DeltaMath 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, DeltaMath agrees to comply with the DISTRICT policy(ies) on data security and privacy. DeltaMath shall promptly reimburse DISTRICT and/or its Participants for the full cost of notifying a parent, eligible student, teacher, or principal of an unauthorized release of Protected Data by DeltaMath, its subcontractors, and/or assignees. In the event this Agreement expires, is not renewed or is terminated, DeltaMath shall return all of DISTRICT and/or its Participants' data, including any and all Protected Data, in its possession by secure transmission or delete the data within 30 days of written notification.

Data Security and Privacy Plan

DeltaMath and/or any subcontractor, affiliate, or entity that may receive, collect, store, record or display any of DISTRICT's and/or its Participants' Protected Data, shall maintain a Data Security and Privacy Plan (Exhibit B) that includes the following elements:

1. A provision incorporating the requirements of DISTRICT's Parents' Bill of Rights for data security and privacy, to the extent that any of the provisions in the Bill of Rights applies to DeltaMath's possession and use of Protected Data pursuant to this Agreement.
2. An outline of how all State, Federal, and local data security and privacy contract requirements will be implemented over the life of the contract, consistent with the DeltaMath's policy on data security and privacy.
3. An outline of the measures taken by DeltaMath to secure Protected Data and to limit access to such data to authorized staff.
4. An outline of how DeltaMath will use "best practices" and industry standards with respect to data storage, privacy and protection, including, but not limited to encryption, firewalls, passwords, protection of off-site records, and limitations of access to stored data to authorized staff.
5. An outline of how DeltaMath will ensure that any subcontractors, persons or entities with which DeltaMath will share Protected Data, if any, will abide by the requirements of DeltaMath's policy on data security and privacy, and the contractual obligations with respect to Protected Data set forth herein.

DATA PRIVACY AND SECURITY PLAN

1. Attached hereto as Exhibit "A" is a copy of Parent's Bill of Rights for Privacy and Security.
2. Attached hereto as Exhibit "B" is DeltaMath's Data Privacy and Security Plan.

DeltaMath Solutions, LLC



Michael Korzyk, owner

9/3/2020

Date

EXHIBIT “A”

PARENTS’ BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY

Parents and guardians of students attending school in Health Sciences Charter School are advised that they have the following rights with regard to student data:

- (1) Student data will not be released or sold by the District for commercial purposes.
- (2) A parent or guardian has the right to inspect and review the complete contents of his or her child’s education record.
- (3) State and Federal law protect the confidentiality of personally identifiable information. The District utilizes the following safeguards to protect personally identifiable information: encryption, password protection, confidential information is destroyed in accordance with approved records schedules, etc.
- (4) A list of all student data elements collected by New York State is available for public review at <http://www.p12.nysed.gov/irs/sirs/documentation/NYSEDstudentData.xlsx> or by writing to Office of Information & Reporting Services, New York State Education Department, Room 86E EBA, 89 Washington Avenue, Albany, New York 12234.
- (5) Parents and guardians have the right to have complaints about possible breaches of student data addressed. Complaints should be directed in writing to the Chief Privacy Officer, New York State Department of Education, 89 Washington Avenue, Albany, NY 12234. Complaints may also be directed to the Chief Privacy Officer at: CPO@mail.nysed.gov.

This Bill of Rights will be included with every contract entered into by the District with an outside contractor if the contractor will receive student data or teacher or principal data.

This Bill of Rights will be supplemented to include information about each contract that the District enters into with an outside contractor receiving confidential student data or teacher or principal data, including the exclusive purpose(s) for which the data will be used, how the contractor will ensure confidentiality and data protection and security requirements, the date of expiration of the contract and what happens to the data upon the expiration of the contract, if and how the accuracy of the data collected can be challenged, where the data will be stored and the security protections that will be taken.

DeltaMath Solutions, LLC



Michael Korzyk, owner

9/3/2020

Date

EXHIBIT “B”

DeltaMath’s Data Privacy and Security Plan

DeltaMath shall use the Data solely for the purpose of providing services as set forth in the parties’ Agreement. DeltaMath and its subcontractors shall use the Data only for educational purposes in order to provide the requested services. DeltaMath and its subcontractors will not use the Data for any other purposes. Any Data received by DeltaMath or any of its employees, subcontractors, or assignees shall not be sold or released for any commercial purposes, nor shall it be sold or used for marketing purposes.

In the event that DeltaMath subcontracts with an outside entity or individual in order to fulfill its obligations to the District, DeltaMath ensures that it will only share the Data with such subcontractors if those subcontractors are contractually bound to observe the same obligations to maintain data privacy and security as required by DeltaMath pursuant to the Agreement. DeltaMath will maintain reasonable administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of the Data in its custody.

Upon written request by the District made before or within thirty (30) calendar days after termination of the Agreement, all Data will be disposed of in a mutually-agreeable format to the parties, and either will be: (a) delivered to the District; (b) de-identified; and/or, (c) deleted from the computer systems of DeltaMath. DeltaMath will provide written confirmation of such disposition to the District.

In the event that a parent or eligible student wishes to challenge the accuracy of the data concerning a student that is maintained by the DeltaMath or its subcontractors, such challenge may be processed through the procedures provided by the applicable educational agency/institution for amendment of education records under the Family Educational Rights and Privacy Act (FERPA). In the event that DeltaMath is notified of the outcome of any such errors made by DeltaMath, it will promptly correct any inaccurate data that it or its subcontractors or assignees maintain. The District or the applicable New York State education agency/institution will use FERPA’s data correction procedures, as applicable, to update any data that is not a result of an error made by DeltaMath or its subcontractors.

All data in DeltaMath’s possession will be securely stored in the United States. DeltaMath represents that security protections, including encryption where applicable, will be in place to ensure that the data is protected. DeltaMath uses SSL / TLS encryption for data in motion. All student PII is also encrypted at rest and at the application level so that it can only be decrypted by authorized accounts (administrators or the students’ teacher, or the student themselves). Only DeltaMath employees with a legitimate educational interest have access to student data.