

BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY - SUPPLEMENTAL INFORMATION FOR CONTRACTS THAT UTILIZE PERSONALLY IDENTIFIABLE INFORMATION

Pursuant to Education Law § 2-d and Section 121.3 of the Commissioner's Regulations, the educational Agency (EA) is required to post information to its website about its contracts with third-party contractors that will receive Personally Identifiable Information (PII).

Name of Contractor	YouScience, LLC _____
PII Declaration	Does your organization/software collect student personally identifiable information (PII) or staff PII? Examples of student PII: a. The student's name; b. The name of the student's parent or other family members; c. The address of the student or student's family; d. A personal identifier, such as the student's social security number, student number, or biometric record; e. Other indirect identifiers, such as the student's date of birth, place of birth, and Mother's Maiden Name; Examples of staff APPR PII: a. Teacher Id, Social Security Number, Employee Number, Biometric Record b. Name, Mother's Maiden Name, Parent's Name c. Birthdate, Place of Birth, Address d. Gender, Race, Salary ☐ IF YOUR ORGANIZATION/SOFTWARE DOES NOT COLLECT PII, CHECK THIS BOX AND SKIP TO THE BOTTOM, SIGN AND SUBMIT. If you collect the PII information above, please complete the remainder of this form.
Description of the purpose(s) for which Contractor will receive/access PII	YouScience will receive student level PII to provide the YouScience Brightpath solution. A description of the services is outlined in Exhibit A – Description of Services attached hereto. Specific data privacy practices of YouScience, LLC are outlined in Exhibit B – Addendum.
Type of PII that Contractor will receive/access	Check all that apply: ☒ Student PII ☐ APPR PII



Contract Term	Contract Start Date <u>01/01/2027</u> Contract End Date <u>12/31/2029</u>
Subcontractor Written Agreement Requirement	Contractor will not utilize subcontractors without a written contract that requires the subcontractors to adhere to, at a minimum, materially similar data protection obligations imposed on the contractor by state and federal laws and regulations, and the Contract. (check applicable option) ☐ Contractor will not utilize subcontractors. ☒ Contractor will utilize subcontractors.
Data Transition and Secure Destruction	Upon expiration or termination of the Contract, Contractor shall: • Securely transfer data to EA, or a successor contractor at the EA's option and written discretion, in a format agreed to by the parties. • Securely delete and destroy data.
Challenges to Data Accuracy	Parents, teachers or principals who seek to challenge the accuracy of PII will do so by contacting the EA. If a correction to data is deemed necessary, the EA will notify Contractor. Contractor agrees to facilitate such corrections within 21 days of receiving the EA's written request.
Secure Storage and Data Security	Please describe where PII will be stored and the protections taken to ensure PII will be protected: (check all that apply) ☒ Using a cloud or infrastructure owned and hosted by a third party. ☐ Using Contractor owned and hosted solution ☐ Other: Please describe how data security and privacy risks will be mitigated in a manner that does not compromise the security of the data: YouScience adheres to the NIST 800-53 framework, and utilizes administrative, physical, and technical safeguards to ensure data privacy and security risks are mitigated
Encryption	Data will be encrypted while in motion and at rest.



CONTRACTOR'S DATA PRIVACY AND SECURITY PLAN

The Educational Agency (EA) is required to ensure that all contracts with a third-party contractor include a Data Security and Privacy Plan, pursuant to Education Law § 2-d and Section 121.6 of the Commissioner's Regulations. For every contract, the Contractor must complete the following or provide a plan that materially addresses its requirements, including alignment with the NIST Cybersecurity Framework, which is the standard for educational agency data privacy and security policies in New York state. **While this plan is not required to be posted to the EA's website, contractors should nevertheless ensure that they do not include information that could compromise the security of their data and data systems.**

1	Outline how you will implement applicable data security and privacy contract requirements over the life of the Contract.	We have a dedicated Data Security Team who is responsible for implementing security measures for the protection of PII data and being compliant with required frameworks.
2	Specify the administrative, operational and technical safeguards and practices that you have in place to protect PII.	We keep only data that is necessary to conduct the business. Data is strongly encrypted using industry-standard encryption. Additionally, we've created policies and procedures for handling PII, as well as offering training on it.
3	Address the training received by your employees and any subcontractors engaged in the provision of services under the Contract on the federal and state laws that govern the confidentiality of PII.	We require employees to pass annual FERPA training as well as Security Awareness training. Subcontractors are also required to undergo training.
4	Outline contracting processes that ensure that your employees and any subcontractors are bound by written agreement to the requirements of the Contract, at a minimum.	We have contracts and Non-Disclosure Agreements (NDA). As part of our third-party relationship management, we obtain an understanding of whether our third parties will be subcontracting any of their obligations and whether our agreement terms and conditions flow through to them.
5	Specify how you will manage any data security and privacy incidents that implicate PII and describe any specific plans you have in place to identify breaches and/or unauthorized disclosures, and to meet your obligations to report incidents to the EA.	We have a team dedicated to the safeguarding of PII. In the event of a breach, we have a Data Breach Response Policy and an Incident Response and Management Policy in place.
6	Describe how data will be transitioned to the EA when no longer needed by you to meet your contractual obligations, if applicable.	Because our software is designed to enable students to continue accessing their data after graduation, the data never becomes obsolete, nor is it transitioned. If data is required by the EA, a request in writing is needed. Data in motion and at rest.
7	Describe your secure destruction practices and how certification will be provided to the EA.	If data destruction is requested in writing by the EA or the data owner, we de-identify using the HIPAA standard as our guideline to ensure data sets contain no PII. Destruction certificates can be provided by request.
8	Outline how your data security and privacy program/practices align with the EA's applicable policies.	The frameworks we follow aligned with EA's policies and are FERPA and NIST.
9	Outline how your data security and privacy program/practices materially align with the NIST CSF v1.1	All YouScience data security and privacy practices are designed to comply with NIST 800-83, FERPA, COPPA, and state data privacy laws. Summaries or policies are available upon request.

Additional Information (More information can be provided at the bottom 2 pages):

YouScience-specific data privacy practices are outlined in the Addendum attached at the end of this Data Privacy Agreement, and are hereby incorporated herein as though set forth in their entirety.



Western Suffolk BOCES Education Law §2-d Bill of Rights for Data Privacy and Security

Parents (including legal guardians or persons in parental relationships) and Eligible Students (students 18 years and older) can expect the following:

1. A student's personally identifiable information (PII) cannot be sold or released for any Commercial or Marketing purpose. PII, as defined by Education Law § 2-d and the Family Educational Rights and Privacy Act ("FERPA"), includes direct identifiers such as a student's name or identification number, parent's name, or address; and indirect identifiers such as a student's date of birth, which when linked to or combined with other information can be used to distinguish or trace a student's identity. Please see FERPA's regulations at 34 CFR 99.3 for a more complete definition.
2. The right to inspect and review the complete contents of the student's education record stored or maintained by an educational agency. This right may not apply to Parents of an Eligible Student.
3. State and federal laws such as Education Law § 2-d; the Commissioner of Education's Regulations at 8 NYCRR Part 121, FERPA at 12 U.S.C. 1232g (34 CFR Part 99); Children's Online Privacy Protection Act ("COPPA") at 15 U.S.C. 6501-6502 (16 CFR Part 312); Protection of Pupil Rights Amendment ("PPRA") at 20 U.S.C. 1232h (34 CFR Part 98); and the Individuals with Disabilities Education Act ("IDEA") at 20 U.S.C. 1400 et seq. (34 CFR Part 300); protect the confidentiality of a student's identifiable information.
4. Safeguards associated with industry standards and best practices including, but not limited to, encryption, firewalls and password protection must be in place when student PII is stored or transferred.
5. A complete list of all student data elements collected by NYSED is available at www.nysed.gov/data-privacy-security/student-data-inventory and by writing to: Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, NY 12234.
6. The right to have complaints about possible breaches and unauthorized disclosures of PII addressed. (i) Complaints should be submitted to: dpo@wsboces.org. (ii) Complaints may also be submitted to the NYS Education Department at www.nysed.gov/data-privacy-security/report-improper-disclosure, by mail to: Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, NY 12234; by email to privacy@nysed.gov; or by telephone at 518-474-0937.
7. To be notified in accordance with applicable laws and regulations if a breach or unauthorized release of PII occurs.
8. Educational agency workers that handle PII will receive training on applicable state and federal laws, policies, and safeguards associated with industry standards and best practices that protect PII.
9. Educational agency contracts with vendors that receive PII will address statutory and regulatory data privacy and security requirements.

CONTRACTOR	
[Signature]	 Signed • Sep 28, 2026
[Printed Name]	Dave Hansen
[Title]	General Counsel
Date:	09/28/2026



Additional Information:

Exhibit A

Description of Services

YouScience is a career connected learning system that gives students the opportunity for personal self-discovery, career exploration, skills demonstration, work-based learning experiences, connections to post-secondary institutions, and connections to employers. The specific services provided are subject to the purchase order with the School.

YouScience provides the Student with one or more of the following services pursuant to the Terms of Use available at <https://www.youscience.com/terms-of-use/>, each of which either constitutes or generates Student Generated Content:

- Separate student account to access Student Generated Content for up to 10-years. The length of access depends on the specific service (e.g. Summit and certification results are 10 years, Snapshot results are 3 years).
- Performance measures of aptitudes
- Life-long credentials of value for communication to employers and post-secondary institutions
- Interest surveys
- Personality, learning style, and other self-awareness tools
- Interpersonal survey
- Personalized feedback
- Career discovery
- Resume generation and self-advocacy language
- Academic planning
- Work-based learning administration
- Education Connections (post-secondary education information and opportunities)
 - o Recommended majors based upon interests, aptitudes, certifications, and other user input
 - o Display logos and content from contextually relevant post-secondary education institutions for the purpose of aiding students in understanding a broad range of available educational opportunities
 - o When available, the opportunity to connect directly with post-secondary education providers
- Employer Connections (local internship, work study, and employment information and opportunities)
 - o Recommended internship, work study, and employment opportunities based upon interests, aptitudes, certifications, and other user input
 - o Display contextually relevant employer logos or other employer content for the purpose of aiding students in understanding a broad range of available employment opportunities
 - o When available, the opportunity to connect directly with local employers

YouScience provides the faculty of School with one or more the following services based on the purchase order with the School:

- Ability to experience the aptitude assessment and career guidance personally
- Invitation management
- View student results on an individual basis
- Track student progress individually and across groups
- Administrative reporting
- Academic advising reporting
- Academic planning
- Work-based learning administration
- Exam proctoring, which may include remote proctoring

YouScience provides aggregated, de-identified analytics for education recruitment, economic development, and workforce purposes.



Additional Information:

Addendum to Western Suffolk BOCES Supplemental Information for Contracts

This Addendum to Western Suffolk BOCES Supplemental Information for Contracts (this "Addendum") is entered into effective as of 1/1/2027 ("Addendum Effective Date") by and between Western Suffolk BOCES ("District") and YouScience, LLC ("Contractor").

WHEREAS, the Parties wish to enter into this Western Suffolk BOCES Supplemental Information for Contracts entered into by and between District and Contractor of even date herewith (the "Agreement") conforms to the requirements of the privacy laws referred to therein and the nature of the Services provided by Contractor to District pursuant to one or more purchase orders (the "Service Agreement").

WHEREAS, the Parties desire to incorporate this Addendum into the Agreement to describe the Parties' duties and responsibilities to protect data transmitted to Contractor from District in order to facilitate the provision of the services outlined in Exhibit A – Description of Services (the "Services").

NOW THEREFORE, for good and valuable consideration, the Parties hereby agree to the following changes to the Agreement:

1. Capitalized Terms. Capitalized terms used but not defined in this Addendum shall have the meanings given to them in the Agreement except as modified herein.

2. Scope. The Parties hereby acknowledge and agree that all purchase orders submitted by District to Contractor under the Service Agreement are subject to the terms of the Agreement and this Addendum, as applicable.

3. Interpretation. In the event of any conflict between the terms of this Addendum and the terms of the Agreement, the terms of this Addendum shall control. The Parties further agree that any changes to the Agreement necessary to conform the Agreement to the terms of this Addendum are hereby deemed made.

4. Confidential Information to Be Provided. The Parties acknowledge and agree that, with respect to the data to be provided in connection with the Services, the data (including student PII) provided by District constitutes District Data and the data provided or generated by a student constitutes Student Generated Content.

5. Scope of District Data. In addition to, and not in lieu of, any additional exclusions from the types of data, materials, content, and other information that constitute District Data under the Agreement, the Parties agree that District Data does not include any Student Generated Content.

6. Ownership of Student Generated Content. As between District and Contractor, all Student Generated Content is and will continue to be the property of the student, or, where applicable, the student's parent or legal guardian, who provided or generated such Student Generated Content.

7. Separate Account. For each student, Contractor will maintain separate accounts – one for any Student Generated Content, and one for District Data stored or maintained by Contractor.

8. Authorized Use. District acknowledges and agrees that Contractor is authorized to disclose data as necessary to provide the Services, and in doing so, Contractor acknowledges that it shall not make any re-disclosure of any District Data or any portion thereof without the express written consent of District, and shall not make any redisclosure of any Student Generated Content without the express written consent of the student or the applicable parent or legal guardian.

9. Advertising Limitations. In addition to, and not in lieu of, any exceptions to the use of District Data for advertising purposes set forth in the Agreement, District acknowledges and agrees that Contractor may use the District Data to provide the Services to students and as otherwise detailed in Exhibit A, including upon request of the student, connecting students with potential post-secondary education opportunities and potential employment opportunities. Contractor may receive compensation from post-secondary educational institutions and/or employers for its provision of such connection services.

