New York State Education Department
Education Law § 2-d

In the Matter of an Enforcement Action

against

Order on Consent

and

Administrative Settlement

RAPTOR TECHNOLOGIES, LLC

(hereinafter referred to as "Respondent" or "Raptor")

1. The New York State Education Department ("Department") is charged with the general management and supervision of all public schools and all the education work of the State of New York, from pre-kindergarten to graduate school, and is responsible for setting educational policy, standards, and rules. [Education Law § 101].

2. The Department, through its Commissioner and Chief Privacy Officer, is responsible for establishing broad protections against the unauthorized release of student data pursuant to Education Law § 2-d and Part 121 of Title 8 of the Official Compilation of Codes, Rules and Regulations ("8 NYCRR").

3. This Order is issued pursuant to the Department's authority under Education Law §§ 2-d, 101, 301, and 305(1) as well as 8 NYCRR Part 121, insofar as the potentially affected data may fall within any of the aforementioned provisions.

4. Respondent, a limited liability company incorporated in Delaware and headquartered in Texas, provides school safety-related technologies, including visitor management software and services for educational agencies.

5. Approximately 365 New York Educational Agencies used at least one of Respondent's school safety software products at the time the vulnerability was identified and remediated. Not all Raptor school safety software products were subject to the vulnerability at issue.

6. Respondent's online privacy policy for its products and services, which Respondent collectively refers to as "Services" in the privacy policy contains the following representation to customers:

> "We follow NIST Cybersecurity Framework and NIST Privacy Framework to employ commercially reasonable physical, electronic, and procedural safeguards to provide privacy, confidentiality, integrity, and availability of your data and our Services. These same principles are incorporated into the ongoing development of our Services. Our product development practices include the limiting of data collection to only what is required to fulfill the needs of our Customers. We perform periodic risk assessments of our products and have a robust information security program that prioritizes the remediation of identified security vulnerabilities and enforces secure configuration standards such as:

encryption of data at rest and in transit, multi-factor authentication, and secure web development."[1]

7. **Educational Agency** is defined in Education Law § 2-d as a school district, board of cooperative education services ("BOCES"), school, or the New York State Education Department. **School** is further defined as any:

- Public elementary school or secondary school;
- Universal pre-kindergarten program authorized pursuant to Education Law § 3602-e;
- An approved provider of preschool special education;
- Any other publicly funded pre-kindergarten program;
- A school servicing children in a special act school district as defined in Education Law § 4001;
- An approved private school for the education of students with disabilities;
- A state-supported school subject to the provisions of Article 85 of the Education Law; or
- A State-operated school subject to the provisions of Articles 87 or 88 of the Education Law.

8. **Student data** protected under Education Law § 2-d(1)(i) is defined in 8 NYCRR 121.1(q) as "personally identifiable information[2] from the student records of an educational agency."

(a) 8 NYCRR § 121.1(a) defines a **breach** as "the unauthorized acquisition, access, use, or disclosure of student data and/or teacher or principal data by or to a person not authorized to acquire, access, use, or receive the student data and/or teacher or principal data.

(b) 8 NYCRR § 121.1(t) defines **unauthorized disclosure or unauthorized release** as "any disclosure or release not permitted by federal or State statute or regulation, any lawful contract or written agreement, or that does not respond to a lawful order of a court or tribunal or other lawful order."

(c) 8 NYCRR § 121.1(e) defines **disclosure** as "permit[ting] access to or the release, transfer, or other communication of personally identifiable information by any means, including oral, written, or electronic, whether intended or unintended."

9. On or about December 20, 2023, Respondent was contacted by a security researcher who disclosed a vulnerability involving certain of Respondent's cloud-hosted storage containers serving specific features of Respondent's Visitor Management and Emergency Management software. This vulnerability could have allowed the enumeration of files in certain Azure storage containers and potentially rendered such files unsecured and publicly accessible.

10. There were two storage containers in the production environment that could have been affected by the vulnerability. The storage containers stored data and documents uploaded by educational agencies using Respondent's Visitor Management and Emergency Management tools.

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[1] Privacy Policy (raptortech.com)

[2] Personally Identifiable Information ("PII") is defined in the Family Educational Rights Privacy Acy ("FERPA") [34 CFR § 99.3] and is adopted in Education Law § 2-d and 8 NYCRR Part 121.

Examples of the types of documents uploaded by educational agencies would be school floor plans, evacuation plans, reunification plans, fire drills, custody orders, student discipline orders and orders of protection. Respondent does not monitor, audit, or otherwise inspect data uploaded to these storage containers by educational agencies. The storage containers also stored software log files in it with student names and student identification numbers. These software log files are used by Respondent to maintain and service, if necessary, certain components of its software.

11. According to Respondent, once it became aware of the exposed data, it acted the next day to secure the storage so that it was not accessible to third parties. It is unclear how long the student data was accessible.

12. According to Respondent, it notified customers of the breach on January 10, 2024.

13. In New York, 112 educational agencies were affected by the vulnerability. Of those, seven did not have student names and/or identification numbers potentially involved, but may have had other confidential information such as emergency management documents, orders of protection, and divorce decree information, if uploaded by educational agencies. According to Respondent, there is no evidence that the New York education agencies' information was actually accessed by any unauthorized party.

14. Respondent offered to review the potentially affected documents uploaded by educational agencies and make notification to or pay for any notification costs (required under Education Law § 2-d and 8 NYCRR §121.10(f)) associated with any individual notification, including, where appropriate, any and all costs associated with identity protection and restoration services.

15. The Department finds that Respondent's conduct violated Education Law § 2-d(5)(f), 8 NYCRR Part 121.9(a)(3), (a)(6), and (a)(7), and 8 NYCRR Part 121.10(a), which limit the use of education records for any purpose other than those authorized in the contract, require third-party contractors that receive student data to limit internal access to PII, maintain reasonable administrative, technical and physical safeguards to protect PII, encrypt PII, and notify educational agencies of a breach without unreasonable delay.

16. Respondent neither admits nor denies the Department's Findings, paragraphs 1- 15 above.

17. Respondent acknowledges that it has been fully informed of the Department's investigation and position and hereby waives any right to a hearing as may be provided by law, consents to the issuance of this Order, and agrees to be bound by its terms. Respondent consents to and agrees not to contest the authority or jurisdiction of the Department to issue and enforce this Order and agrees not to contest the validity of this Order or its terms or the validity of reports submitted to the Department by New York state educational agencies as a result of this vulnerability.

IT IS HEREBY ORDERED, pursuant to the applicable provisions of the Education Law and 8 NYCRR Part 121:

18. The amount of $167,000 will be paid to the New York State Commissioner of Taxation and Finance as a civil penalty for the violation(s) described above. Respondent shall pay the civil penalty upon signing this Order.

19. Respondent shall develop additional resources for its customers, including New York state educational agencies, regarding data privacy best practices as relates to uploading documents and materials to Respondent's services. These resources shall cover topics such as data minimization and be available to all customers via Raptor's product knowledge base. Raptor will also revise its knowledge base for its Custom Alerts feature to remind customers to review such resources when uploading a file that may contain personal information.

20. Respondent shall modify Raptor Link logging to minimize instances of first and last names such that Raptor Link log files contain, in relevant part, only first name, last initial, and Raptor-generated identification number to further reduce the possibility that such data could be identifiably associated with students, teachers, and/or principals by any third party.

21. In accordance with its current practices, Respondent shall develop a formal workflow for handling requests to delete data belonging to educational agencies within ninety (90) days of such request. Raptor will delete such data in accordance with the educational agency's election and will provide certification to the educational agency that destruction occurred.

22. Once per calendar year, Respondent shall provide each New York educational agency that is purchasing or has purchased Respondent's product(s) since 2020 notice identifying the categories of student data Respondent knowingly maintained for purposes of providing its product(s) during the calendar year in question.[3] The Notice shall be sent to at least two of the three following for the education agency: the data protection officer, the superintendent, and the chief financial officer[4]. The notice may be delivered in writing or electronically. The notice shall:

a. identify the categories of student data,
b. state that the educational agency may elect to have Respondents delete student data provided by the educational agency under the contract, and

Within ninety (90) days of receiving a response from the educational agency electing to delete certain student data, Respondent will, except to the extent necessary to continue performing services on behalf of the educational agency or as required by law, delete the student data in accordance with the educational agency's election and will provide certification to the educational agency that destruction occurred. To the extent that student data is unable to be deleted, Respondent shall notify the educational agency of the reasons why the student data cannot be deleted.

23. Respondent shall provide the Department with an affidavit attesting to the implementation of its obligations in Paragraphs 19 through 22 of this Order within ten (10) days of the completion of all requirements. The affidavit shall be sent to:

Chief Privacy Officer
New York State Education Department

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[3] The Department acknowledges that Respondent may not have visibility into the categories of student data contained in documents uploaded by educational agencies using certain features of its product(s). With respect to such documents, Respondent shall provide notice to the educational agencies that they have uploaded documents using the feature(s) in question.

[4] Respondent may utilize public reports listing the data protection officer, superintendent and the chief financial officer for educational agencies, found at https://eservices.nysed.gov/sedreports/list?id=1, for purposes of providing such notice. In the absence of appropriate contact information, Respondents may utilize other means of notice reasonably calculated to reach appropriate representatives of the educational agency.

89 Washington Avenue, Room 152
Albany, New York 12234

24. Respondent shall submit this Order along with payment by mailing to:

Chief Privacy Officer
New York State Education Department
89 Washington Avenue, Room 152
Albany, New York 12234

25. Upon completion of all obligations created in this Order, this Order settles all claims for administrative penalties concerning and related to the vulnerability described above against Respondent and its successors and assigns.

26. The failure of Respondent to comply with any provisions in this Order shall constitute a default, shall be deemed to be a violation of both this Order and the Education Law and may subject Respondent to further penalties including preclusion from accessing student data from New York state educational agencies.

27. Exclusive jurisdiction and venue for any dispute concerning this Order shall lie with the state courts located in and serving New York. Respondent hereby waives any objection based on venue or forum.

28. No change to this Order shall be made or become effective except as set forth by a written Order of the Commissioner or the Chief Privacy Officer with the consent of, and agreement from, Respondent.

29. The effective date of this Order is the date that the Commissioner or the Chief Privacy Officer signs it.

[End of Page. Signature Page to Follow.]

New York State Education Department

By: _____
Louise DeCandia
Chief Privacy Officer

For Respondent:

_____
(Signature of Respondent)

Chief Operating Officer
Title

08/08/2024
Date

On the 8th day of August in the year 2024, before me, the undersigned notary public, personally appeared Nelson Cruz, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

State: Texas

County: Harris

Dated: August 8th, 2024

KAALYN ALEXANDRIA SUMMERS
Notary ID #133404902
My Commission Expires
October 20, 2025