



## **Broome-Tioga BOCES Parents' Bill of Rights for Data Privacy and Security**

Broome-Tioga BOCES is committed to protecting the privacy and security of student, teacher and principal data. In accordance with New York Education Law §2-d, BOCES wishes to inform the community of the following:

- A student's personally identifiable information cannot be sold or released for any commercial purposes.
- Parents have the right to inspect and review the complete contents of their child's education record.
- 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.
- A complete list of all student data elements collected by the state is available for public review at <http://www.nysed.gov/data-privacy-security/student-data-inventory>, or by writing to the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, NY 12234.
- Parents 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 Education Department, 89 Washington Avenue, Albany, NY, 12234. Complaints may also be directed to the Chief Privacy Officer via email at: [privacy@nysed.gov](mailto:privacy@nysed.gov).
- The BOCES will promptly acknowledge receipt of complaints, commence an investigation, and take the necessary precautions to protect personally identifiable information.

### **Appendix Supplemental Information Regarding Third-Party Contractors**

In the course of complying with its obligations under the law and providing educational services, Broome-Tioga BOCES has entered into agreements with certain third-party contractors. Pursuant to such agreements, third-party contractors may have access to "student data" and/or "teacher or principal data" as those terms are defined by law.

Each contract BOCES enters into with a third-party contractor, where the third-party contractor receives student data or teacher or principal data, will include the following information:

- The exclusive purposes for which the student data or teacher or principal data will be used.
- How the third-party contractor will ensure that the subcontractors, persons or entities that the third-party contractor will share the student data or teacher or principal data with, if any, will abide by applicable data protection and security requirements.
- When the agreement expires and what happens to the student data or teacher or principal data upon expiration of the agreement.
- If and how a parent, student, eligible student, teacher or principal may challenge the accuracy of the student data or teacher or principal data that is collected.
- Where the student, teacher or principal data will be stored (described in such a manner as to protect data security), and the security protections taken to ensure such data will be protected, including whether such data will be encrypted.

**\*This section to be completed by the Third-Party Contractor and returned to Broome-Tioga BOCES\***

**Section 1:** Does the Third-Party Contractor have access to student data and/or teacher or principal data as those terms are defined by law?

Yes

Please complete Sections 2, 3 and 4

No

Please complete Section 3

**Section 2:** Supplemental Information Details

Third-Party Contractors subject to New York Education Law § 2-d – please complete the table below

SUPPLEMENTAL INFORMATION ELEMENT	SUPPLEMENTAL INFORMATION
Please list the exclusive purpose(s) for which the student data or teacher or principal data will be used by the third-party contractor, as defined in the Service Agreement (or list the section(s) in the Service Agreement where this information can be found)	The purpose is to provide the Soundtrap for Education online program for educational use to the District under the Soundtrap for Education Terms of Use located at <a href="https://www.soundtrap.com/legal/terms/edu/ushttps://www.soundtrap.com/legal/terms/edu/us">https://www.soundtrap.com/legal/terms/edu/ushttps://www.soundtrap.com/legal/terms/edu/us</a> (“Service Agreement”)
Please list how the contractor will ensure that any other entities with which it shares the protected data, if any, will comply with the data protection and security provisions of law, regulation and this Service Agreement (or list the section(s) in the Service Agreement where this information can be found)	Please see the attached Soundtrap for Education Privacy and Security Program Plan.
Please list when the agreement expires and what happens to the protected data when the Service Agreement expires (or list the section(s) in the Service Agreement where this information can be found)	The Agreement will expire in accordance with the Service Agreement. Upon expiration, protected data will be processed in accordance with section 5.5 of the attached Soundtrap for Education Privacy and Security Program Plan. Notwithstanding anything to the contrary, Third-Party Contractor may retain data that have been created pursuant to its standard archiving or backup procedures, or contained in any archived electronic communications (e.g. emails); provided any confidentiality obligations contained in the Agreement herein remain applicable to the archived copies so long as they exist.
Please list how a parent, student, or eligible student may challenge the accuracy of the protected data that is collected; if they can challenge the accuracy of the data, describe how (or list the section(s) in the Service Agreement where this information can be found)	Please see section 5.2 in the attached Soundtrap for Education Privacy and Security Program Plan.
Please list where the protected data will be stored (described in a way that protects data security), and the security protections taken to ensure such data will be protected and data security and privacy risks mitigated (or list the section(s) in the Service Agreement where this information can be found)	Data may be stored in the United States, Europe or Asia. Please see the attached Soundtrap for Education Privacy and Security Program Plan.
Please list how the data will be protected using encryption (or list the section(s) in the Service Agreement where this information can be found)	Please see section 7 of the attached Soundtrap for Education Privacy and Security Program Plan.

**Section 3:** Agreement and Signature

By signing below, you agree:

- The information provided in this document by the Third-Party Contractor is accurate
- To comply with the terms of Broome-Tioga BOCES Parents' Bill of Rights for Data Privacy and Security (as applicable to Third-Party Contractors subject to New York Education Law § 2-d only)
- Any additional terms that may be presented in any other document, Purchase Order or other shall be null and void, unless expressly agreed to by the Parties.

Company Name: Spotify USA Inc.

Product Name: Soundtrap for Education

January 27 2022

Printed Name: Michael Bell

Signature



Date

**Section 4: Data Privacy Rider for All Contracts Involving Protected Data Pursuant to New York State Education Law §2-C and §2-D**

BOCES and the Third-Party Contractor agree as follows:

1. The parties agree to the Soundtrap for Education Terms of Use, located at <https://www.soundtrap.com/legal/terms/edu/us>, (the "Service Agreement") under which the Broome -Tioga BOCES will receive the Soundtrap for Education service (the "Service") from Spotify USA Inc. ("Third-Party Contractor").
2. Definitions:
  - a. Protected Information means personally identifiable information of students from student education records as defined by FERPA, as well as teacher and Principal data regarding annual professional performance reviews made confidential under New York Education Law §3012-c and §3012-d;
  - b. Personally Identifiable Information (PII) means the same as defined by the regulations implementing FERPA (20 USC §1232-g);
3. Confidentiality of all Protected Information shall be maintained in accordance with applicable State and Federal Law, this BOCES's Data Security and Privacy Policy Rider and the Service Agreement ;
4. The Parties agree that the BOCES's Parents' Bill of Rights for Data Security and Privacy Rider are incorporated as part of the Service Agreement, and the Third-Party Contractor and BOCES shall comply with its terms, as they apply to the Parties;
5. The Third-Party Contractor agrees to comply with all applicable New York State Education Law §2-d and its implementing regulations;
6. The Third-Party Contractor agrees that any officers or employees of the Third-Party Contractor, and its assignees who have access to Protected Information, have received, will receive or will be contractually required to receive training on applicable Federal and State law governing confidentiality of such information prior to receiving access;
7. The Third-Party Contractor shall:
  - a. limit internal access to education records to those individuals that are determined to have legitimate educational interests;
  - b. not use the education records for any other purposes than those explicitly authorized in the Service Agreement. Unauthorized use specifically includes, but is not limited to, selling or disclosing personally identifiable information for marketing or commercial purposes or permitting, facilitating, or disclosing such information to another Third-Party for marketing or commercial purposes. Notwithstanding anything to the contrary herein, Third-Party Contractor is not prohibited from using any data for adaptive learning or customized student learning purposes, or in de-identified or aggregate form to improve its services or for internal analysis;
  - c. except for authorized representatives of the Third-Party Contractor to the extent they are carrying out the Service Agreement, not disclose any 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 party provides 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 statute or court order;
  - d. maintain reasonable administrative, technical, and physical safeguards to protect the security, confidentiality and integrity of personally identifiable information in its custody;

- e. use encryption technology to protect data while in motion or in its custody from unauthorized disclosure using a technology or methodology specified by the Secretary of the United States Department of Health and Human Services in guidance issued under Section 13402(H)(2) of Public Law §111-5 as applicable to the Third-Party Contractor;
- f. adopt technology, safeguards and practices that align with the NIST Cybersecurity Framework as applicable to the Third-Party Contractor;
- g. Where the Third-Party Contractor engages a subcontractor or other party to perform any of its contractual obligations which provides access to Protected Information, Third-Party Contractor will contractually require its subcontractors to handle the Protected Information in manner that is at least as protective of education records as those imposed upon the Third-Party Contractor as set forth herein.


**Agreement and Signature**

By signing below, the Parties agree to the Terms and Conditions in this Ride and the Service Agreement

Company Name Spotify USA Inc.

Product Name Soundtrap for Education

Printed Name Michael Bell

Signature:  Date January 27 2022

Broome -Tioga BOCES

Printed Name and Title Daniel Myers, Executive Operations Officer |

Signature *Dan Myers* Date Jan 12, 2022






# Spotify - Sound Trap - Broome-Tioga BOCES (NY) Jan 4 2022 -V\_1 Ed law 2d

Final Audit Report

2022-01-12

Created:	2022-01-12
By:	Lisa Besemer (lbesemer@btboces.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAIW9MuP3x9yCd7meKy5-79FfK9bSj5I_G

## "Spotify - Sound Trap - Broome-Tioga BOCES (NY) Jan 4 2022 -V\_1 Ed law 2d" History

-  Document created by Lisa Besemer (lbesemer@btboces.org)  
2022-01-12 - 3:44:22 PM GMT- IP address: 163.120.64.125
-  Document emailed to Dan Myers (dmyers@btboces.org) for signature  
2022-01-12 - 3:45:06 PM GMT
-  Email viewed by Dan Myers (dmyers@btboces.org)  
2022-01-12 - 3:56:22 PM GMT- IP address: 3.239.45.78
-  Document e-signed by Dan Myers (dmyers@btboces.org)  
Signature Date: 2022-01-12 - 3:56:36 PM GMT - Time Source: server- IP address: 104.225.162.199
-  Agreement completed.  
2022-01-12 - 3:56:36 PM GMT