



## 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 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
<p>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 contract (or list the section(s) in the contract where this information can be found)</p>	<p>Incident IQ shall only collect, process and store such Protected Data to which we have a legitimate educational interest and as is necessary to provide the cloud services. Under no circumstances will Incident IQ use Protected Data to market or advertise to students or their family members or legal guardians, or otherwise use Protected Data to inform, influence or enable marketing, advertising or other commercial efforts by a third party directed at students, their family members, or legal guardians. We shall not change how Protected Data are collected, maintained, used or disclosed under the terms of the Agreement, without advance notice to and prior written consent from District. We will never sell Protected Data that we acquire through District use of the Cloud Services, except as part of a corporate purchase, merger or other type of acquisition. In such a case, any successor entity shall be contractually obligated to comply with the terms of this Agreement related to the treatment of Protected Data, as well as all other applicable legal requirements governing the use, disclosure, and security of the previously acquired Protected Data.</p>
<p>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 contract (or list the section(s) in the contract where this information can be found)</p>	<p>No software functions are subcontracted to other vendors apart from the hosting/storage services provided by Microsoft described below. Compliance is assured through technical, physical, and administrative policies and practices (some of which are described below, along with contractual safeguards established with any current or potential future data sub-processor that might have access to protected data.</p>
<p>Please list when the agreement expires and what happens to the protected data when the agreement expires (or list the section(s) in the contract where this information can be found)</p>	<p>One year from start date unless another service period is specifically agreed upon. Protected data disposed IAW DOD 5220.22-M</p>
<p>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 contract where this information can be found)</p>	<p>Upon notice of a request from District for a copy of certain Protected Data in Our possession (e.g., to support the District’s response to a properly constituted request for Protected Data from a parent, guardian or student), we will ensure that: (i) A complete and readable digital copy of the requested Protected Data in Incident IQ’s possession is delivered</p>


	to District within 30 days of our receipt of District's request; (ii) Upon delivery of the copy, District must provide notice to Incident IQ of District's receipt and acceptance of any such requested Protected Data
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 contract where this information can be found)	Microsoft Azure cloud data centers protected IAW current industry standards and best practices. All information is stored within databases hosted and secured within the Microsoft Azure Cloud. The Azure cloud is secured with actively monitored network firewalls, intrusion detection systems, application firewalls, and IP-route protection. Additionally, any information designated as Protected Data is encrypted within the database. No data shall be stored outside the United States; all data are stored in the Microsoft Azure data center, region East US (Virginia), East US 2 (Virginia), and/or West US (California). Any data designated as Protected Data which include passwords, are encrypted within the database using combinations of one-way and two-way encryption algorithms (such as SHA256) with Salt strings. Information is multi-tenanted and stored within the same cloud systems; however, all information is partitioned by a School District ID (i.e., SiteId) and the Data Access Layers forces all data to be filtered by a specific School District. Physical servers are physically secured in the Microsoft Azure data centers, regions East US (Virginia), East US 2 (Virginia), and West US (California). Data in transit are SSL protected, as well as Protected Data are always encrypted. Only Incident IQ Senior Technical Team members have direct access to product data. All personnel with access to Incident IQ systems and data are vetted via backgrounds checks and receive annual and update training on all relevant policies and procedures.
Please list how the data will be protected using encryption (or list the section(s) in the contract where this information can be found)	Will be IAW EdLaw2-d 5(f)(5)

**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 (applicable to Third-Party Contractors subject to New York Education Law § 2-d only)

Company Name Incident IQ, LLC Product Name IIQ Platform w/ Ticketing (see Quote No. 26133)

Printed Name: R.T. Collins Signature  Date 3-15-22

**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. 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);
2. Confidentiality of all Protected Information shall be maintained in accordance with State and Federal Law and the BOCES's Data Security and Privacy Policy;
  3. The Parties agree that the BOCES's Parents' Bill of Rights for Data Security and Privacy are incorporated as part of this agreement, and the Third-Party Contractor shall comply with its terms;
  4. The Third-Party Contractor agrees to comply with New York State Education Law §2-d and its implementing regulations;
  5. 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 or will receive training on Federal and State law governing confidentiality of such information prior to receiving access;
  6. 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 its contract or written 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;
    - c. except for authorized representatives of the Third-Party Contractor to the extent they are carrying out the contract or written 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;
    - f. adopt technology, safeguards and practices that align with the NIST Cybersecurity Framework;
    - g. impose all the terms of this rider in writing where the Third-Party Contractor engages a subcontractor or other party to perform any of its contractual obligations which provides access to Protected Information.

## Agreement and Signature

By signing below, you agree to the Terms and Conditions in this Rider:

Company Name Incident IQ, LLC Product Name IIQ Platform w/ Ticketing (see Quote No. 26133)

Printed Name: R.T. Collins Signature  Date 3-15-22