

## SCHEDULE C-1

[Signed copy of Southern Westchester BOCES Parent Bill of Rights]

### Parents' Bill of Rights for Data Privacy and Security

In accordance with New York State Education Law Section 2-d, the Southern Westchester Board of Cooperative Educational Services ("Southern Westchester BOCES") hereby sets forth the following Parents' Bill of Rights for Data Privacy and Security, which is applicable to all students and their parents and legal guardians.

- (1) New York Stated Education law Section 2-d (Section 2-d") and the Family Educational Rights and Privacy Act ("FERPA") protect the confidentiality of personally identifiable information. Section 2-d and FERPA assure the confidentiality of records with respect to "third parties," and provides parents with the right to consent to disclosures of personally identifiable information contained in their child's education records. Exceptions to this include school employees, officials and certain State and Federal officials who have a legitimate educational need to access such records. In additions, the Southern Westchester BOCES will, upon request of parents, legal guardians or eligible students, or if otherwise required by law, disclose student records to officials of another school district in which a student seeks to enroll. An eligible student is a student who has reached 18 years of age or attends a postsecondary institution.
  
- (2) A student's personally identifiable information cannot be sold or released for any commercial purposes;
  
- (3) Personally, identifiable information includes, but is not limited to:
  - i. The student's name;
  - ii. The name of the student's parent or other family members;
  - iii. The address of the student or student's family;
  - iv. A personal identifier, such as the student's social security number, student number, or biometric record;
  - v. Other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name;
  - vi. Other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or
  - vii. Information requested by a person who the Southern Westchester BOCES reasonably believes knows the identity of the student to whom the education record relates.

- (4) In accordance with FERPA, Section 2-d and Southern Westchester BOCES Policy No. 6320, Student Records: Access and Challenge, parents and legal guardians have the right to inspect and review the complete contents of their child's education record.
- (5) Southern Westchester BOCES has the following safeguards in place: Encryption, firewalls and password protection, which must be in place when data is stored or transferred.
- (6) New York State, through the New York State Education Department, collects a number of student data elements for authorized uses. A complete list of all student data elements collected by the State is available for public review at the following links or can be obtained by writing to the Office of Information and Reporting Services, New York State Education Department, Room 865 EBA, 89 Washington Avenue, Albany, NY 12234:

[http://www.p12.nysed.gov/irs/data\\_reporting.html](http://www.p12.nysed.gov/irs/data_reporting.html)

<http://data.nysed.gov/>

<http://www.p12.nysed.gov/irs/sirs/documentation/nyssisguide.pdf>

- (7) Eligible students, parents and legal guardians have the right to have complaints about possible breaches of student data addressed. Any such complaint should be submitted, in writing, to the Data Protection Officer of Southern Westchester BOCES at [dpo@swboces.org](mailto:dpo@swboces.org) or at [450 Mamaroneck Avenue, Harrison, New York 10528](https://www.swboces.org/450-Mamaroneck-Avenue-Harrison-New-York-10528). Parents can direct any complaints regarding possible breaches via the electronic form on the Southern Westchester BOCES home page, under Resources, and Student Privacy. The complaint form can also be found by going to <https://bit.ly/swbdatabreach>. Alternatively, a written complaint may also be submitted to the Chief Privacy Officer of the New York State Education Department using the form available at <http://www.nysed.gov/student-data-privacy/form/report-improper-disclosure> or writing to Privacy Complaint, Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, New York 12234.

**Supplemental Information for Agreement with EMS LINQ**  
(hereinafter "Company")

(1) The personally identifiable student data or teacher or principal data (collectively, "the Data") received by Company will be used exclusively for the following purpose(s):

Management of School Nutrition Programs

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(2) The Company will ensure that all subcontractors and other authorized persons or entities to whom Data will be disclosed will abide by all applicable data protection and security requirements, including those mandated by New York State and federal laws and regulations, by the following means:

*Subcontractor are held to the same standards as LINQ employees in terms of training and screening. Vendors providing staffed contractors must undergo a vendor risk assessment performed by the corporate Information Security Officer.*

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(3) The Agreement with Company commenced on June 23, 2021. The initial term ends on June 30, 2022; however, the term is automatically renewed for 12 month periods unless Company or Southern Westchester BOCES provide notice of non-renewal at least thirty days prior to the expiration of the applicable term. Upon the expiration or termination of the Agreement, all Data will be (check all that apply and fill in required information):

Returned to Customers up to Up to 60 days following the termination of the Agreement in the following format(s): Flat File Export

Returned to Southern Westchester BOCES by Up to days following the termination of the Agreement in the following format(s): Flat File Export is acceptable

Securely destroyed by 60 days following the termination of the Agreement in the following manner:

Backup files are electronically overwritten after 2 weeks. Customer data containing confidential information is purged or removed from the application environment and files are subsequently deleted from any storage. This is a documented and audited process.

Other – explain \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If student data or teacher or principal data is to be maintained by Company for any lawful purpose, such data shall remain in an encrypted format and shall be stored on systems maintained by Company in a secure data facility located within the United States.

(4) In the event that a student’s parent or guardian or an eligible student seeks to challenge the accuracy of student data pertaining to the particular student, which data may include records maintained, stored, transmitted or generated by the Third-party Contractor pursuant to its Agreement with Southern Westchester BOCES, the challenge will be directed to Southern Westchester BOCES and processed in accordance with the procedures of Southern Westchester BOCES. In the event that a teacher or principal seeks to challenge the accuracy of teacher or principal data pertaining to the particular teacher or principal, which data may include records maintained, stored, transmitted or generated by the Third-party Contractor pursuant to its Agreement with Southern Westchester BOCES, the challenge will be directed to Southern Westchester BOCES and processed in accordance with the procedures Southern Westchester BOCES has established for challenging annual professional performance review (“APPR”) data.

Describe where the Data will be stored (in a manner that will protect data security) and the security protections that will be taken by Company to ensure the Data will be protected and data security and privacy risks mitigated: \_\_\_\_\_ Data is stored on Google's Cloud Platform. There are 3 hosting facilities - two in Council Bluffs, IA and a Third in Oregon. Each of these sites run in parallel, ready for immediate fail over. In addition, we back up the data to additional offsite locations every 5 minutes

(5) Describe how the Data will be protected using encryption while in motion and at rest:

EMS LINQ protects Data in its custody from unauthorized disclosure while in motion using TLS 1.2 encryption and at rest using Transparent Data Encryption at the database level.

Company Name: \_EMS

LINQ \_\_\_\_\_

Authorized Signature: Barbara A. Sutton

Authorized Signer's Name & Title: Barbara A. Sutton - Director of Sales Operations

Date: August 25th, 2021

**[NOTE: ONLY required if School District/Customer signs an Agreement with Company]**

**SCHEDULE C-2**

[Signed copy of Customers' Parents' Bill of Rights for Data Privacy and Security]