BROOME-TIOGA BOCES
PARENTS' BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY

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

1. Personally identifiable information (PII) cannot be sold or released for any commercial purpose.

2. The right to inspect and review the complete contents of the student's education records.

3. State and federal laws protect the confidentiality of personally identifiable information (PII) and the 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.

4. A complete list of all data elements collected by the state is available for public review at http://www.nysed.gov/data-privacy-security/student-data-inventory, or by contacting the New York State Education Department (NYSED) Chief Privacy Officer by mail, phone, or email as noted below*:

   Chief Privacy Officer
   New York State Education Department
   89 Washington Avenue, EB 152
   Albany, NY 12234
   Phone: 518-474-0937
   Email: privacy@nysed.gov

   *For the most up-to-date contact information, please visit: https://www.nysed.gov/data-privacy-security/contact-information

5. The right to have complaints about possible breaches and unauthorized disclosures of student data addressed. Complaints may be submitted to the BT BOCES Data Protection Officer at:

   Broome-Tioga BOCES
   Attn: Data Protection Officer
   435 Glenwood Road
   Binghamton, NY 13905

   Complaints pertaining to the State Education Department or one of its third-party vendors should be directed in writing to the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, EB 152, Albany, NY 12234, via email at privacy@nysed.gov, or phone at 518-474-0937.

6. To be notified in accordance with applicable laws and regulations if a breach or unauthorized release of their student's PII occurs.

Supplemental Information Addendum
Parents Bill of Rights and Additional Data Protection Requirements

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 BT 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:

1. EXCLUSIVE PURPOSES FOR DATA USE: The exclusive purposes for which "student data" or "teacher or principal data" (as those terms are defined in Education Law §2-d and collectively referred to as the "Confidential Data") will be used by the "Contractor" are limited to the purposes authorized in the contract between the Contractor and Broome-Tioga BOCES as outlined in the Contract or Data Protection Agreement.

2. SUBCONTRACTOR OVERSIGHT DETAILS: The Contractor will ensure that any subcontractors, or other authorized persons or entities to whom the Contractor will disclose the Confidential Data, if any, are contractually required to abide by all applicable data protection and security requirements, including but not limited to those outlined in applicable state and federal laws and regulations (e.g., FERPA; Education Law §2-d, 8 NYCRR Part 121).

3. CONTRACT PRACTICES: The Contract commences and expires on the dates set forth in the Contract, unless earlier terminated or renewed pursuant to the terms of the Contract. On or before the date the Contract expires, protected data will be exported to the BT BOCES and destroyed by the Contractor as directed by BT BOCES.

4. DATA ACCURACY/CORRECTION PRACTICES: A parent or eligible student can challenge the accuracy of any "education record", as that term is defined in the Family Educational Rights and Privacy Act ("FERPA") stored by BT BOCES in a Contractor's product and/or service by following BT BOCES's procedure for requesting the amendment of education records under FERPA. Teachers and principals may be able to challenge the accuracy of APPR data stored by BT BOCES in the Contractor's product and/or service by following the appeal procedure in BT BOCES APPR Plan. Unless otherwise required above or by other applicable law, challenges to the accuracy of the Confidential Data shall not be permitted.

5. SECURITY PRACTICES: Confidential Data provided to Contractor by BT BOCES will be stored securely and encrypted both in transit and at rest. The measures that Contractor takes to protect Confidential Data will align with the NIST Cybersecurity Framework including, but not necessarily limited to, disk encryption, file encryption, firewalls, and password protection. The Contractor shall establish a data security and privacy plan which it will make available to BT BOCES.

6. ENCRYPTION PRACTICES: The Contractor will apply encryption to the Confidential Data while in motion and at rest at least to the extent required by Education Law §2-d and other applicable laws.

7. NOTIFICATION OF BREACH: Contractor shall promptly notify BT BOCES of any breach or unauthorized release of personally identifiable information in the most expedient way possible and without unreasonable delay but no more than seven calendar days after the discovery of such breach. The Contractor shall cooperate with BT BOCES, educational agencies and law enforcement to protect the integrity of investigations into the breach or unauthorized release of personally identifiable information.

This section to be completed by the Contractor and returned to Broome-Tioga BOCES

Section 1: Does the Contractor have access to student data and/or teacher or principal data as those terms are defined by Education Law §2-d?

☐ Yes
Please complete Sections 2, 3, and 4

☒ No
Please complete Section 3

Section 2: Supplemental Information Details
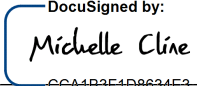Contractors subject to New York Education Law §2-d – please complete the table below

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 contractor, as defined in the contract (or list the section(s) in the contract where this information can be found)	
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)	
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)	
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)	
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)	
Please list how the data will be protected using encryption (or list the section(s) in the contract where this information can be found)	

Section 3: Agreement and Signature

By signing below, you agree:
- The information provided in this document by the Contractor is accurate
- To comply with the terms of Broome-Tioga BOCES Parents' Bill of Rights for Data Privacy and Security (applicable to Contractors subject to New York Education Law §2-d only) *

Company Name _____CrowdStrike, Inc._____   Product Name ____CrowdStrike Offerings_____

Printed Name __Michelle Cline_____ Signature _____ Date __5/27/2025____

DocuSigned by:

Michelle Cline

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* CrowdStrike only processes machine event data and does not need Personally Identifiable Information to provide the products and services.

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

BOCES and the 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 (Policy #3313 - https://go.boarddocs.com/ny/btboces/Board.nsf/Public#);

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 Contractor shall comply with its terms;

4. The Contractor agrees to comply with New York State Education Law §2-d and its implementing regulations;

5. The Contractor agrees that any officers or employees of the Contractor, and its assignees who have access to Protected Information, have received or will receive training on Federal and State laws governing confidentiality of such information prior to receiving access;

6. The 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 Contractor for marketing or commercial purposes;
    c. except for authorized representatives of the Contractor to the extent they are carrying out the contract or written agreement, not disclose any personally identifiable information to any other party;
    d. without the prior written consent of the parent or eligible student; or
    e. 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;
    f. maintain reasonable administrative, technical, and physical safeguards to protect the security, confidentiality and integrity of personally identifiable information in its custody;
    g. 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;
    h. adopt technology, safeguards and practices that align with the NIST Cybersecurity Framework;
    i. impose all the terms of this rider in writing where the 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 _____   Product Name _____

Printed Name _____ Signature _____ Date _____