

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

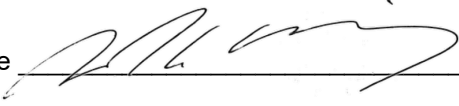
SUPPLEMENTAL INFORMATION ELEMENT	SUPPLEMENTAL INFORMATION
Please list the exclusive purpose(s) for which the student data or teacher or principal data will be used by the third-party contractor, as defined in the contract (or list the section(s) in the contract where this information can be found)	The application provided by Operoo will be used by the District to gather information from parents/students and teachers/principals, to store such data, and to make such data available to appropriate individuals within the District. Operoo does not itself use the data in any way.
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)	Operoo will ensure that any subcontractors, assignees, or other agents who see or receive this protected data are contractually required to obey the same data protection and security requirements that Operoo is required to obey under state and federal law.
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)	The contract expires on June 30, 2022 unless renewed by the District. When the contract expires, protected data will, upon the written request of the school district, be deleted by Operoo, and if requested will be exported and transferred to the District for its own use before being deleted.
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)	Parents can challenge the accuracy of any student data stored by the District in Operoo by following the District's procedure for requesting the amendment of educational records under Family Educational Rights and Privacy Act (FERPA). Teachers and principals may be able to challenge the accuracy of APPR data stored by the District in Operoo by following the appeal procedure in the District's APPR 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 contract where this information can be found)	Protected data provided to Operoo by the District will be stored on Amazon Web Services (AWS) servers located in the United States. The measures that Operoo takes to protect student data and teacher and principal data will align with NIST Cybersecurity Framework and industry best practices including, but not necessarily limited to, disk encryption, file encryption, firewalls, and password protection. Data will be encrypted both when at rest and when in motion.
Please list how the data will be protected using encryption (or list the section(s) in the contract where this information can be found)	Data collected and stored in Operoo will be protected using disk encryption, file encryption, firewalls, and password protection. Data will be encrypted both when at rest and when in motion.

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 Operoo Inc. Product Name Operoo

Printed Name Hugh A. O'Reilly Signature  Date 25 Feb 2022

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 Operoo Inc. Product Name Operoo

Printed Name Hugh A O'Reilly Signature  Date 25 Feb. 2022