

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)	Student drill scores are tracked in the teacher account. **Please see attached Breezin' Thru Privacy Policy on page 4 of this document.
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)	No other entity shares this data.
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)	All data is cleaned from accounts in July annually. If a school is not renewing, the account is closed and all data destroyed in July.
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)	Students and teachers would contact the subscribing teacher who then would contact Breezin' Thru Inc. All stored data is formative (not summative) in nature so it has never been challenged.
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)	Data is stored in highly secure dedicated servers at Korax in Toronto, ON Canada. The servers are highly secure and protected by armed personel and video surveillance.
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 is encrypted in transit and at rest.

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 Breezin' Thru Inc.

Product Name Breezin' Thru Theory/Breezin' Thru Composing

Printed Name Jean McKen

Signature



Date 6/29/21

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

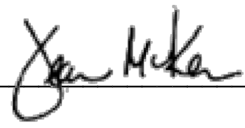
BOCES and the Third-Party Contractor agree as follows:

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 Breezin' Thru Inc. Product Name Breezin' Thru Theory & Breezin' Thru Composing

Printed Name Jean McKen Signature  Date 6/29/21

Breezin' Thru Inc. Privacy Policy & Terms of Service

1. Who We Are

Breezin' Thru Inc. provides two online programs for learning music theory and composition, Breezin' Thru Theory and Breezin' Thru Composing. Breezin' Thru Inc. is committed to protecting your privacy and providing a safe online experience for all. The websites, BreezinThru.com, BreezinThruTheory.com and BreezinThruComposing.com are owned and operated by Breezin' Thru Inc.

2. Breezin' Thru Student Records and Assessment

Breezin' Thru Theory's auto assessed drills are a formative type of assessment. Students are encouraged to try again until they have 100% before they submit results. It's all about drill and practice, and that is the only data we collect.

We separately provide printable summative & diagnostic tests for teachers to use and administer to their students, but **no data on summative/diagnostic assessment is ever collected or stored by us.**

3. Privacy

- a. Breezin' Thru does not collect or store student email addresses, phone numbers, or other personal or sensitive information.
- b. For students 13 and older, if a teacher selects to use the Access ID option, they may also select a setting that allows students to activate and retrieve their ID with an email address. These email addresses are NOT stored by Breezin' Thru, and under no circumstances is data of any kind shared with any third party.

4. Login Process

- a. All school purchases come directly from the school, teacher or district representative. We do NOT have any contact with students.
- b. Teachers and students access Breezin' Thru via our website.
- c. Teachers can choose from two options for logging in: SSO with Google Classroom, or Breezin' Thru's regular login system.
- d. For the regular method of logging into Breezin' Thru:
 - i. We create and provide teachers with 2 login accounts. One that is used by the teacher(s) and another one that is universal and used by all students.
 - ii. Teachers set up "course names" so that when students go to login into Breezin' Thru, they enter the universal "Breezin' Thru" student login, and choose a class name which has been set up by the teacher.
 - iii. If the district policy does not want student names to be used, teachers can select the setting that directs students to have an Access ID created.
 - iv. Student Access IDs are set up the first time students log in and do not require an email address. They can be retrieved if forgotten, from the teacher.
 - v. Teachers however, may select the option to have students aged 13 and older, use their email address to retrieve their access ID. Student email addresses are never stored by Breezin' Thru.
 - vi. Student drill results are housed on our secure server and not shared with any third party.

5. Terms of Service

Breezin' Thru® will be used under the following conditions:

- 1. The student log in code is used solely by the institution's subscribing students.
- 2. Subscribing students may access and use it per the description outlined in the plan purchased by the institution.
- 3. Teachers can access the resources at any time for lesson prep and student tracking.
- 4. Teachers may not share the teacher access code with any student or anyone else.
- 5. Permission is not granted to post files or login information on a public website.
- 6. Permission is not granted to reproduce or use any materials after the subscription end date.

6. Our Server

Breezin' Thru Inc. has a secure, dedicated managed server hosted at Korax in Toronto, ON Canada owned by Host Papa [at https://www.hostpapa.ca/](https://www.hostpapa.ca/)

Breezin' Thru does NOT store any sensitive information such as student email addresses or credit card information.