

## **EXHIBIT 1**

### **PARENTS' BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY OF SOUTHERN WESTCHESTER BOCES**

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. 7240, 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.](http://www.p12.nysed.gov/irs/sirs/documentation/nyssisguide.pdf)

[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>. 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 Merlyn Mind,** hereinafter “Third-party Contractor”) The Third-party Contractor will provide the following information and Southern Westchester Board of Cooperative Educational Services (“Southern Westchester BOCES”) will review and approve or require revision of this Supplemental Information until it is acceptable to Southern Westchester BOCES.

- (1) The personally identifiable student data or teacher or principal data (collectively, “the Data”) received by the Third-party Contractor will be used exclusively for the following purpose(s):  
We use Student Data to provide the Merlyn Mind Classroom Solution and services in support of the legitimate educational interests of the Southern Westchester BOCES school district as governed by our agreement with Southern Westchester BOCES school district, and subject to the requirement that the Institution obtain any necessary consents to use and deploy the Merlyn Mind Classroom Solution.
- (2) The Third-party Contractor will ensure that all subcontractors and other authorized persons or entities to whom student data or teacher or principal 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:  
Merlyn Mind conducts privacy and security diligence prior to engaging with subprocessors and requires such entities that will process Student Data to enter into applicable security, confidentiality and privacy contract terms prior to accessing the Personal Information. Subprocessors are permitted to access and use Student Data only to the extent required to perform the services in accordance with Merlyn Mind’s customer agreements and applicable law
- (3) The Agreement with the Third-Party Contractor will be in effect from the effective date of the Agreement to the termination of the Agreement. Upon the expiration of the Agreement, all student data or teacher or principal data remaining in Third-party Contractor’s possession will be (check those that are applicable and fill in required information):
  - a.  X Returned to Southern Westchester BOCES and/or the public or private schools or school districts or Boards of Cooperative Education Services that purchase services through the Agreement Third-party Contractor has with Southern Westchester BOCES (collectively, referred to herein as “Purchasing

Schools/BOCES" and referred to individually herein as "Purchasing School/BOCES") within 90 days upon termination of the Agreement \_\_\_. If requested, we reserve the right to have the data returned to us in a format that can be easily read and imported into commonly used productivity tools, not limited to Microsoft Applications. The data should also be easily readable and organized.

- b. Securely delete/destroy data belonging to the Purchasing Schools/BOCES within 90 days of termination of the Agreement in the following manner: At a minimum, wiping drives by writing zeros to all bits as well as using other industry standard levels of data deletion.
- c.  Other – explain Third-party Contractor's obligation to return the student, teacher and/or principal data may be satisfied by the offering of functionality within its products that allow the Purchasing Schools/BOCES to retrieve its own data.

(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 the Purchasing Schools/BOCES and processed in accordance with the procedures of the Purchasing Schools/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 the Purchasing Schools/BOCES and processed in accordance with the procedures for challenging annual professional performance review ("APPR") data established by the Purchasing Schools/BOCES.

(5) Describe where the Data will be stored (in a manner that will protect data security) and the security protections that will be taken by the Third-party Contractor to ensure the Data will

be protected (e.g., offsite storage, use of cloud service provider, etc.): Data is stored in a third-party cloud environment. Third party configuration tools help support resilient and secure configuration of the production environment. Network scans operate regularly in the production environment as part of our ongoing vulnerability management procedures.

(6) Third-party Contractor will use the following encryption technology to protect the Data while in motion or at rest in its custody: at a minimum of TLS 1.2 or higher & 2048 bit encryption for web-based data.

**MERLYN MIND, INC.**

DocuSigned by:



517406EF5144470...

Signature

Scott Pojunas

Print Name of Signer

General Counsel

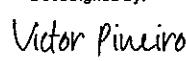
Title

4/5/2024

Date

**SOUTHERN WESTCHESTER BOARD  
OF COOPERATIVE EDUCATIONAL  
SERVICES**

DocuSigned by:



C3E40DF8437A1F0...

Signature

Victor Pineiro

Print Name of Signer

Director of Technology and  
Data Protection Officer

Title

4/8/2024

Date