

CROTON-HARMON SCHOOL DISTRICT

DISTRICT OFFICE
10 GERSTEIN STREET
CROTON-ON-HUDSON, NEW YORK 10520
TEL: (914) 271-6675 FAX: (914) 271-8685

EXHIBIT 1

8635-E.2

PARENTS' BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY OF DATA (revised and adopted May 7, 2020)

The Croton-Harmon Union Free School District (the "District"), in recognition of the risk of identity theft and unwarranted invasion of privacy, affirms its commitment to safeguarding student personally identifiable information ("PII") in educational records from unauthorized access or disclosure, and to comply with Federal and New York State Law. In accordance with New York State Education Law Section 2-d, the District 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. Education Law Section 2-d ("Section 2-d") and the Family Educational Rights and Privacy Act ("FERPA") protect the confidentiality of personally identifiable information ("PII"). Section 2-d and FERPA assures the confidentiality of records with respect to "third parties," and provides parents with the right to consent to disclosures of PII contained in their child's education records.
2. PII includes, but is not limited to:
 - The student's name;
 - The name of the student's parent(s) or other person "in parental relation to" the student, or other family members of the student;
 - The address of the student or any member of the family of the student;
 - A personal identifier, such as the student's social security number, student number, or biometric record;
 - Other indirect identifies, such as the student's date of birth, place of birth, and mother's maiden name;
 - 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

- Information requested by a person who the District reasonably believes knows the identity of the student to whom the educational record relates.
3. Student PII will be collected and disclosed only as necessary to achieve educational purposes in accordance with Federal and New York State law.
 4. Students' PII is accessible only to:
 - School officials (including consultants and other contractors) who have a "legitimate educational interest" in accessing such information (i.e. who require such information to perform their responsibilities to the District);
 - The New York State Education Department ("NYSED") or another federal or New York State agency, to the extent such agency collects student data elements for authorized use;
 - Parent(s) and other persons "in parental relation to" a student—about their own child, upon written request to the Superintendent of Schools or the Building Principal;
 - "Eligible students" (i.e. students age 18 or older)—about themselves, upon written request to the Superintendent of Schools or the Building Principal;
 - Another school or school district in which a student seeks to enroll or is already enrolled if the disclosure is for purposes of the student's enrollment or transfer, upon written request of the parent(s) or other person(s) "in parental relation to" the student or the eligible student, or if otherwise required by law;
 - Other persons or entities, with written consent of a student's parent or other person(s) in parental relation to the student, or the eligible student himself, as applicable;
 - Other persons and/or entities, without written consent, only as expressly authorized by law (i.e. in response to a lawfully issued subpoena).
 5. A student's PII cannot be sold or released for any marketing or commercial purposes by the District or by any third party contractor. The District will not

Supplemental Information for Third Party Contracts

For purposes of further ensuring confidentiality and security of student data, each contract ("Agreement") the Croton-Harmon Union Free School District (the "District") enters into with a third-party contractor (the "Contractor") shall include a Data Security and Privacy Plan that includes a signed copy of the District's Parents' Bill of Rights and in which Plan the Contractor agrees to abide by the District's Parents' Bill of Rights and to comply with the following:

1. **Exclusive Purposes for which Student Data Will Be Used.** Use of Personally Identifiable Information ("PII") under the Agreement will be limited to that necessary for the Contractor to perform the duties outlined in the Agreement and the services associated with that function. The Contractor further agrees that no PII will be sold or used for marketing or commercial purposes.
2. **Protective Measures Regarding Third Parties.** The Contractor will ensure that any subcontractor or other person or entity with whom the Contractor shares student data and/or teacher or principal data, if applicable, agrees to abide by all of the components of applicable state and federal law, including New York Education Law Section 2-d, the District's Parents' Bill of Rights, and the Family Educational Rights and Privacy Act ("FERPA"). In addition, the Contractor will ensure that each subcontractor, person or entity with whom the Contractor shares student data and/or teacher or principal data has a Data Security and Privacy Plan in place.
3. **Expiration of Agreement.** Absent renewal, the Agreement expires annually on June 30th. If the District does not renew the Agreement past June 30th of the contractual year, all student data shall be deleted, within 90 days, in accordance with the National Institute of Standards and Technology (NIST) standard 800-88. The Contractor will ensure, at the sole discretion of the District, that all student data are returned to the District or provide confirmation to the District that the data in its possession has been securely destroyed. The Contractor will also ensure that all emails containing personally identifiable student information are returned to the District and deleted from the Contractor's email account.
4. **Challenge to Accuracy of Data.** A parent, student, teacher or principal can

challenge the accuracy of the Data received or generated by the Contractor in writing addressed to the Superintendent of School, Croton-Harmon Union Free School District, 10 Gerstein Street, Croton-on-Hudson, NY 10520.

5. **Storage of Data.** Student data shall be stored in a secure data center using monitoring of the access doors, fire and security monitoring, system health and intrusion monitoring, data backups and retentions. Data storage and access shall comply with the Advanced Encryption Standard (AES) with minimum of 128 bit key encryption or better.
6. **Breach of Personally Identifiable Information.** The Contractor must notify the District of any breach or unauthorized release of PII within 24 hours of any such breach or Contractor's knowledge of such breach. The Contractor shall promptly reimburse the District and/or its Participants for the full cost of notifying a parent, eligible student, teacher, or principal of an unauthorized release of PII by the Contractor, its subcontractors, and/or assignees.

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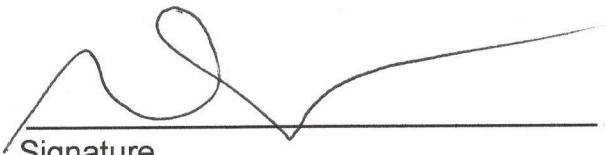
Vendor

Mason Evans

Print Name

CTO

Title



Signature

3/28/2025

Date