<u>SCHEDULE C-1</u>

[Signed copy of Southern Westchester BOCES Parent Bill of Rights]

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 addition, 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://data.nysed.gov/
http://www.p12.nysed.gov/irs/sirs/documentation/nyssisguide.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 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

Instructure, Inc., 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):

Provision of Instructure products and services under the Agreement

(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: Instructure's security team performs thorough vetting prior to, and periodically throughout the relationship with third-party vendors. Instructure requests and reviews copies of the third-party assurance reports provided by these organizations on an ongoing basis to confirm these controls are operating effectively. Legal contracts with these third parties also include security provisions to help ensure the implementation and operation of effective security controls at the third-party organizations

(3) The Agreement with the Third-Party Contractor will be in effect from October 15, 2025 to June 30, 2026 unless renewed or extended. 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 ninety (90) as of the expiration or 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 ninety (90) days of the expiration or termination of the Agreement 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. _X___ 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.):

Instructure hosts all customer-facing web applications and supporting infrastructure on AWS, which is highly stable, fault-tolerant, and secure. AWS data centers utilize state-of-the-art electronic surveillance and multi-factor access control systems. The data centers are staffed 24x7 by trained security guards and access is authorized strictly on a least-privileged basis. Environmental systems are designed to minimize the impact of disruptions to operations. AWS data center electrical power systems are designed to be fully redundant and maintainable without impact to operations, 24 hours a day, and seven days a week. Uninterruptible Power Supply (UPS) units provide backup power in the event of an electrical failure for critical and essential loads in the facility. Generators provide backup power for the data centers of the entire facility.

Instructure provides employees with security awareness training upon hire and annually thereafter, which includes a requirement for all employees to read, understand, and sign the Family Educational Rights and Privacy Act (FERPA) and Children's Online Privacy Protection Act (COPPA) compliance forms. Instructure performs background checks on all employees and contractors during the hiring process, and employment is contingent based on the results of the background check.

When port scanning is detected, it is logged and investigated. Instructure utilizes VPCs in order to further segment, protect, and isolate network traffic. Instructure uses AWS GuardDuty to alert and inform on security incidents occurring against Instructure's services hosted in AWS. Instructure utilizes AWS' Security Hub, a cloud security posture management (CSPM) service, that performs security best practice checks, aggregates alerts, and enables automated remediation. Instructure utilizes a Web Application Firewall (WAF) for all Canvas instances and utilizes both AWS Shield and AWS Elastic Load Balancers to defend against managed distributed denial of service (DDoS) attacks.

Instructure has established several controls to ensure data is protected against unauthorized disclosure, modification or destruction, including:

- All data at rest including off-site recovery backups are encrypted using the AES-GCM 256-bit algorithm.
- All data traffic in and out of Canvas is encrypted using TLS (v1.2), forward-secrecy-compliant ciphers whenever possible
- On-site (Cloud) recovery backups are encrypted using the AES-GCM 256-bit algorithm and stored within a highly secured location. Additionally, data is stored redundantly in multiple availability zones through Amazon S3. Instructure products replicate data in near real-time to backup and secondary databases, and data is backed up on a daily basis. Instructure creates daily database backups of data and content to Amazon S3.

(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 TLS1.2 or higher & 2048 bit encryption for web-based data.

INSTRUCTURE, INC.
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Signature: Lou Little

Printed: Lou Little

Title: Manager, Deal Desk

SOUTHERN WESTCHESTER BOARD OF COOPERATIVE EDUCATION SERVICES
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Signature:

Printed: Stephen J. Tibbetts

Title: Assistant Superintendent of Business & Administrative Services