

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://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

EMS LINQ, LLC,
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):

Management of School Nutrition Programs

- (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:

The Contractor ensures that all subcontractors are held to the same data protection standards as LINQ employees. Subcontractors must:

- 1) Complete data security and privacy training, including FERPA.
- 2) Undergo vendor risk assessments by LINQ's Information Security Department.
- 3) Adhere to contractual obligations for data security, encryption, and breach reporting.
- 4) Undergo continuous monitoring and audits to ensure compliance.
- 5) Follow Incident Response Protocols for any data breaches.

These measures ensure that subcontractors comply with all federal, state, and local data protection requirements.

- (3) The Agreement with the Third-Party Contractor will be in effect from November 15, 2024 to June 30, 2025 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") by August 30, 2025. 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 by August 30, 2025 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. 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.):

The Contractor stores data on Google Cloud Platform with three hosting facilities: two located in Council Bluffs, Iowa, and a third in Oregon. These sites operate in parallel to ensure immediate failover capability in case of any disruptions.

Additionally, we perform data backups to offsite locations every 5 minutes, ensuring continuous protection and availability of the data.

(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.

EMS LINQ, LLC

DocuSigned by:

Cody Draper

E26840E64FEC415...

Signature

**SOUTHERN WESTCHESTER BOARD
OF COOPERATIVE EDUCATIONAL
SERVICES**

DocuSigned by:

Victor Pinciro

C3E40DF8437A4F0...

Signature

Cody Draper

Print Name of Signer

Chief Financial Officer

Title

12/2/2024

Date

Victor Pineiro

Print Name of Signer

DOT/DPO

Title

12/3/2024

Date

Certificate Of Completion

Envelope Id: 6DE95DF3-54A2-4A2E-94FF-5110D8C157DA
 Subject: Complete with Docusign: SWBOCES_24-25 Updated DPA_LINQ v112624_CLEAN.pdf
 Archive Category:
 Source Envelope:
 Document Pages: 16
 Certificate Pages: 4
 AutoNav: Enabled
 EnvelopeId Stamping: Enabled
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Completed

Envelope Originator:
 Hannah Acevedo
 2801 Via Fortuna Suite 400
 Austin, TX 78746
 hacevedo@linq.com
 IP Address: 135.84.8.127

Record Tracking

Status: Original
 12/2/2024 1:03:10 PM
 Status: Original
 12/3/2024 7:37:38 AM

Holder: Hannah Acevedo
 hacevedo@linq.com
 Holder: LINQ
 service-docusign@linq.com

Location: DocuSign

Location: DocuSign

Signer Events

Cody Draper
 cdraper@linq.com
 Chief Financial Officer
 EMS LINQ,LLC
 Security Level: Email, Account Authentication
 (None)

Signature

DocuSigned by:

 E20B40E64FEC415..

Signature Adoption: Pre-selected Style
 Using IP Address: 104.57.185.7

Timestamp

Sent: 12/2/2024 1:15:27 PM
 Viewed: 12/2/2024 1:18:24 PM
 Signed: 12/2/2024 1:19:54 PM

Electronic Record and Signature Disclosure:

Accepted: 10/29/2024 7:47:58 AM
 ID: ff6d0ae3-75b6-4760-bfb7-e873de399fe4

Victor Pineiro
 vpineiro@swboces.org
 DOT/DPO
 Security Level: Email, Account Authentication
 (None)

DocuSigned by:

 C3E40DF8437A4FD..

Signature Adoption: Pre-selected Style
 Using IP Address: 166.109.26.1

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In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Hannah Acevedo
 hacevedo@linq.com
 EMS LINQ. LLC.
 Security Level: Email, Account Authentication
 (None)

COPIED

Sent: 12/3/2024 7:37:38 AM
 Viewed: 12/3/2024 7:37:38 AM
 Signed: 12/3/2024 7:37:38 AM

Carbon Copy Events	Status	Timestamp
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/2/2024 1:15:27 PM
Certified Delivered	Security Checked	12/3/2024 7:36:58 AM
Signing Complete	Security Checked	12/3/2024 7:37:34 AM
Completed	Security Checked	12/3/2024 7:37:34 AM

Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

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If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact "LINQ":

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

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To advise "LINQ" of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at it-admin@linq.com and in the body of such request you must state: your previous

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The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

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