

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 State 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

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. 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

E26340E64FEC415...

Signature

**SOUTHERN WESTCHESTER BOARD
OF COOPERATIVE EDUCATIONAL
SERVICES**

DocuSigned by:

Victor Piniro

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

Status: Completed

Subject: Complete with DocuSign: SWBOCES_24-25 Updated DPA_LINQ v112624_CLEAN.pdf

Archive Category:

Source Envelope:

Document Pages: 16

Signatures: 4

Envelope Originator:

Hannah Acevedo

Certificate Pages: 4

Initials: 0

2801 Via Fortuna Suite 400

Austin, TX 78746

AutoNav: Enabled

hacevedo@linq.com

EnvelopeId Stamping: Enabled

IP Address: 135.84.8.127

Time Zone: (UTC-06:00) Central Time (US & Canada)

Record Tracking

Status: Original

Holder: Hannah Acevedo

Location: DocuSign

12/2/2024 1:03:10 PM

hacevedo@linq.com

Status: Original

Holder: LINQ

Location: DocuSign

12/3/2024 7:37:38 AM

service-docusign@linq.com

Signer Events

Cody Draper

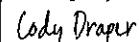
cdraper@linq.com

Chief Financial Officer

EMS LINQ,LLC

Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 E20840E64FEC415...

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

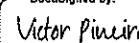
ID: ff6d0ae3-75b6-4760-bfb7-e873de399fe4

Victor Pineiro

vpineiro@swboces.org

DOT/DPO

Security Level: Email, Account Authentication (None)

DocuSigned by:

 C1E40DF8437A4F0...

Sent: 12/2/2024 1:19:56 PM

Viewed: 12/3/2024 7:36:58 AM

Signed: 12/3/2024 7:37:34 AM

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

Electronic Record and Signature Disclosure:

Accepted: 12/3/2024 7:36:58 AM

ID: 0024addc-97b7-412a-81eb-fe714a66c24e

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****Notary Events****Signature****Timestamp****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

From time to time, "LINQ" (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

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.

Consequences of changing your mind

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.

All notices and disclosures will be sent to you electronically

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:

To contact us by email send messages to: it-admin@linq.com

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

email address, your new email address. We do not require any other information from you to change your email address. If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from "LINQ"

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to it-admin@linq.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with "LINQ"

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to it-admin@linq.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

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>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify "LINQ" as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by "LINQ" during the course of your relationship with "LINQ".