



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 themselves, 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

sell any student's PII and will not release such PII for marketing or commercial purposes, other than directory information as defined by Board policy released by the District in accordance with policy. The District shall include in each contract with a third-party contractor or provider; provisions setting forth the contractor's/provider's obligation to maintain the privacy and security of PII provided in accordance with the contract, which shall include the purposes for which the contractor may use such information, how the contractor shall abide by all applicable data protection and security requirements, the duration of the contract and what will happen to the data upon expiration of the contract, if and how an authorized person may challenge the accuracy of data, where the data will be stored, and how the data will be protected using encryption while the data is in motion and is at rest.. Parents/guardians can request information about third party contractors and providers by contacting the District's Director of Technology, at 914-271-4713 or in writing to the Director of Technology, Croton-Harmon Union Free School District, 10 Gerstein Street, Croton-on-Hudson, NY 10520, or by email at the email address found on the District's website, www.chufsd.org.

6. In accordance with FERPA, Education Law § 2-d, and Board policy and regulation on student records (Policy 5500 and 5500-R), parent(s)/guardian(s) have the right to inspect and review the complete contents of their child's education record, including but not limited to PII.
7. In accordance with FERPA, Education Law § 2-d, and Board policy and regulation on student records (Policy 5500 and 5500-R), eligible students have the right to inspect and review the complete contents of their own educational record, including but not limited to PII.
8. Federal and State laws, including Section 2-d and FERPA, protect the confidentiality of students' PII. The District shall ensure that safeguards consistent with industry standards and best practices (including but not limited to encryption, firewalls, and password protection) are in place when data is stored or transferred. In this regard, all databases that have student information are protected by a secure password and login. Logins are monitored, and passwords are kept up-to-date.
9. A complete list of all student data elements collected by the State Education Department is available for public review at <http://nysed.gov/data-privacy-security> or by writing to: Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, NY 12234.

10. Parents/guardians have the right to submit complaints about possible breaches (e.g., unauthorized access to student data) of student data or teacher or principal APPR data. Any such complaint must be submitted, in writing, to the Superintendent of Schools, Croton-Harmon School District, 10 Gerstein Street, Croton-on-Hudson, NY 10520. Complaints can also be directed to the New York State Education Department on-line at <http://nysed.gov.data-privacy-security>, by mail to the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany New York 12234, or by email to privacy@mail.nysed.gov or by telephone at 518-474-0937.
11. Parents/guardians have the right to be notified in accordance with applicable laws and regulations if a breach or unauthorized release of their student's PII occurs or is believed to have occurred.
12. The District shall endeavor to provide educational agency workers who handle PII with annual training on applicable federal and New York State laws and regulations, educational agency policies, and safeguards for PII which will be in alignment with industry standards and best practices.
13. A parent/guardian, student, teacher or principal may challenge the accuracy of the student data or teacher or principal data that is collected by filing a written request with the Superintendent of Schools, Croton Harmon Union Free School District, 10 Gerstein Street, Croton-on-Hudson, NY 10520.

CROTON-HARMON UNION
FREE SCHOOL DISTRICT

Ellen Moskowitz

Ellen Moskowitz (17 October, 2025 15:18:21 UTC)

By: _____

Name: Ellen Moskowitz

Title: Director of Technology & Innovation

Date: October 17, 2025

INSERT NAME OF THIRD-PARTY
CONTRACTOR

Kevin Johnson

Kevin Johnson (17 October, 2025 15:07:08 UTC)

By: _____

Name: Kevin Johnson

Title: Director, Deal Desk

Date: October 17, 2025

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.

Abnormal AI

Vendor

Kevin Johnson

Director, Deal Desk

Print Name

Title

Kevin Johnson

Kevin Johnson (17 October, 2025 15:07:08 UTC)

October 17, 2025

Signature

Date

CONTRACT NAME	CHUFSD Parent Bill Of Rights Supplemental Information (1)
CONTRACT ID	3ce1012c-a111-491e-8319-0739fa4c689b
STATUS	Executed
DATE TIME FORMAT	DD MMMM, YYYY HH:mm:ss Timezone
TIMEZONE	UTC

CONTRACT HISTORY



SENT

Sent for Signature to **Kevin Johnson** (kjohnson@abnormalsecurity.com) by **Robbie Murray** (RMurray@abnormalsecurity.com).

16 October, 2025 15:52:49
UTC
IP: 50.218.13.233



SIGNED

Signed by **Kevin Johnson** (kjohnson@abnormalsecurity.com).

17 October, 2025 15:07:08
UTC
IP: 75.44.233.228
Location unavailable



SENT

Sent for Signature to **Ellen Moskowitz** (ellen.moskowitz@chufsd.org) by **Robbie Murray** (RMurray@abnormalsecurity.com).

17 October, 2025 15:07:11
UTC
IP: 50.218.13.233



SIGNED

Signed by **Ellen Moskowitz** (ellen.moskowitz@chufsd.org).

17 October, 2025 15:18:21
UTC
IP: 216.179.119.23
Westchester County, NY, USA



EXECUTED

This document has been signed and executed by all parties.