

Supplemental Information for Third-Party Contract

Appendix to the Parents' Bill of Rights for Data Privacy and Security (8 NYCRR § 121.3(c))

Third-Party Contractor	Google LLC, 1600 Amphitheatre Parkway, Mountain View, CA 94043
Contract / Service	Google Workspace for Education — Gmail, Drive, Docs/Sheets/Slides, Classroom, Calendar, Meet, and Chat for students and staff
Data shared	Student and staff names, school-issued email addresses and usernames, organizational unit and grade grouping, and content users create or store in the services (documents, assignments, messages, files), which may include education records
Population	All students and staff (Summit's primary platform for email, classwork, and files)
Agreement / term	Ongoing subscription under the Google Workspace for Education Terms of Service; Data Processing Amendment accepted

(A) Exclusive purpose(s) for which the data will be used

Data is used solely to provide school-managed email, document creation and storage, classroom collaboration, and communication tools for students and staff. Under the Google Workspace for Education Terms of Service and Data Processing Amendment, Google processes Summit customer data only to provide the core services, does not serve advertising in the core services, and does not use core-service data for advertising purposes or to build student profiles.

(B) Subcontractors / further disclosure

Google's agreement requires that any subprocessor engaged to process customer data be bound by written obligations providing at least the same level of data protection. Google publishes its list of Google Workspace subprocessors and provides notice of changes. Summit administrators control which additional Google services are enabled for student accounts and restrict sharing of data outside the Summit domain.

(C) Duration of agreement and data disposition upon expiration

The subscription is ongoing and renews annually; Summit may terminate at any time and may export all customer data at any time. Upon termination, Google deletes customer data from its systems within the period specified in its Data Processing Amendment (generally within 180 days of deletion by the customer or termination), including from backups.

(D) Right to challenge accuracy

A parent, student, or eligible student who believes data collected is inaccurate may request a correction by contacting Summit's Data Protection Officer at privacy@summitqueens.com. Requests will be reviewed in accordance with Summit's record-amendment procedures under FERPA (34 CFR §§ 99.20–99.22) and Education Law § 2-d. Summit makes corrections directly in the system or directs the contractor to do so; parents do not need to contact the contractor.

(E) Where the data is stored

Data is stored in Google-owned and operated data centers, which are located in the United States and other countries, subject to the protections of the Data Processing Amendment.

(F) Security protections in place

Data is encrypted in transit (TLS) between users and Google and between Google data centers, and at rest using AES-256 or stronger. Google Workspace maintains ISO/IEC 27001, 27017, and 27018 certifications and SOC 2/SOC 3 attestations and a security program aligned with the NIST Cybersecurity Framework. Summit enforces 2-step verification for staff, restricts external sharing, limits student accounts to approved services, and manages all accounts through the Admin console. Google must notify Summit of any breach or unauthorized release of personally identifiable information in the most expedient way possible and without unreasonable delay, and in no case later than seven (7) calendar days after discovery, as required by 8 NYCRR § 121.10.

This supplemental information is based on representations made in Google's Data Security and Privacy Plan, contract, and published security documentation, and is reviewed annually by Summit's Data Protection Officer.