

Stamford Central School District

Educational Community Dedicated to Excellence

Stamford CSD

Parents' Bill of Rights for Data Privacy and Security

In accordance with Education Law Section 2-d, Stamford Central School hereby sets forth the following Parents' Bill of Rights for Data Privacy and Security, which is applicable to all students and their parents/legal guardians.

1. A student's personally identifiable information cannot be sold or released for any commercial purposes;
2. In accordance with FERPA, Section 2-d and Board Policy 7240 Student Records: Access and Challenge, parents have the right to inspect and review the complete contents of their child's education record;
3. The District has the following safeguards in place to protect student data, including personally identifiable information stored or transferred by the District:
 - a. All databases that have student information are protected by a secure password and login. These logins are monitored and kept up to date;
 - b. Student information is only accessible by those that are deemed warranted of having the information.
4. 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 <https://www.nysed.gov/data-privacy-security/student-data-inventory>, or by writing to:

Chief Privacy Officer
New York State Education Department
89 Washington Avenue
Albany, New York 12234

5. Parents have the right to submit complaints about possible breaches of student data or teacher or principal APPR data. Any such complaint must be submitted, in writing, to:

Chief Privacy Officer
New York State Education Department
89 Washington Avenue
Albany, New York 12234
privacy@nysed.gov

Or to:

Data Protection Officer
Dr. Glen Huot, Superintendent
Stamford Central School
1 River Street
Stamford, NY 12167
Phone: 607-652-7301
Email: ghuot@stamfordcs.org

Appendix

Supplemental Information Regarding Third-Party Contractors

In the course of complying with its obligations under the law and providing educational services, Stamford CSD has entered into agreements with certain third-party contractors. Pursuant to such agreements, third-party contractors may have access to “student data” and/or “teacher or principal data” as those terms are defined by law.

Each contract Stamford CSD enters into with a third-party contractor, where the third-party contractor receives student data or teacher or principal data, will include the following information:

- The exclusive purposes for which the student data or teacher or principal data will be used.
- How the third-party contractor will ensure that the subcontractors, persons, or entities that the third-party contractor will share the student data or teacher or principal data with, if any, will abide by data protection and security requirements.
- When the agreement expires and what happens to the student data or teacher or principal data upon expiration of the agreement.
- If and how a parent, student, eligible student, teacher, or principal may challenge the accuracy of the student data or teacher or principal data that is collected.
- Where the student, teacher or principal data will be stored (described in such a manner as to protect data security), and the security protections taken to ensure such data will be protected, including whether such data will be encrypted.

This section to be completed by the Third-Party Contractor and returned to Stamford CSD

Section 1: Does the Third-Party Contractor have access to student data and/or teacher or principal data as those terms are defined by law?

- Yes
Please complete Sections 2, 3 and 4
- No
Please complete Section 3

Section 2: Supplemental Information Details
Third-Party Contractors subject to New York Education Law § 2-d – please complete the table below.

SUPPLEMENTAL INFORMATION ELEMENT	SUPPLEMENTAL INFORMATION
Please list the exclusive purpose(s) for which the student data or teacher or principal data will be used by the third-party contractor, as defined in the contract (or list the section(s) in the contract where this information can be found)	See section 8 of Seesaw's Privacy Policy at https://seesaw.com/privacy-policy/
Please list how the contractor will ensure that any other entities with which it shares the protected data, if any, will comply with the data protection and security provisions of law, regulation and this contract (or list the section(s) in the contract where this information can be found)	See section 18 of Seesaw's Privacy Policy at https://seesaw.com/privacy-policy/ and see https://help.seesaw.me/hc/en-us/articles/203258429-How-Seesaw-keeps-student-data-safe
Please list when the agreement expires and what happens to the protected data when the agreement expires (or list the section(s) in the contract where this information can be found)	See "Item/Description" line on Invoice to view contract dates.
Please list how a parent, student, or eligible student may challenge the accuracy of the protected data that is collected; if they can challenge the accuracy of the data, describe how (or list the section(s) in the contract where this information can be found)	Users may make changes to their profile in Account Settings, or submit a help ticket at https://help.seesaw.me/hc/en-us/requests/new
Please list where the protected data will be stored (described in a way that protects data security), and the security protections taken to ensure such data will be protected and data security and privacy risks mitigated (or list the section(s) in the contract where this information can be found)	See https://help.seesaw.me/hc/en-us/articles/203258429-How-Seesaw-keeps-student-data-safe
Please list how the data will be protected using encryption (or list the section(s) in the contract where this information can be found)	Data is encrypted at rest and in transit. Personally identifiable information (PII), like names, email addresses, phone numbers, messages, journal content, stored in Seesaw is encrypted at rest. The minimum encryption requirement used at rest is AES-256. Data is also encrypted in transit. Seesaw uses TLS 1.3 security at the network level to ensure account information and journal content is transmitted securely.

Section 3: Agreement and Signature

By signing below, you agree:

- The information provided in this document by the Third-Party Contractor is accurate.
- To comply with the terms of Stamford CSD
- Parents' Bill of Rights for Data Privacy and Security (applicable to Third-Party Contractors subject to New York Education Law § 2-d only)

Company Name Seesaw Learning, Inc. Product Name Seesaw Premium

Printed Name Kat Brown Signature  Date 4/4/2024

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Section 4: Data Privacy Rider for All Contracts Involving Protected Data Pursuant to New York State Education Law §2-C and §2-D

Stamford CSD and the Third-Party Contractor agree as follows:

1. Definitions:
 - a. Protected Information means personally identifiable information of students from student education records as defined by FERPA, as well as teacher and Principal data regarding annual professional performance reviews made confidential under New York Education Law §3012-c and §3012-d;
 - b. Personally Identifiable Information (PII) means the same as defined by the regulations implementing FERPA (20 USC §1232-g);
2. Confidentiality of all Protected Information shall be maintained in accordance with State and Federal Law and the Stamford CSD's [Data Security and Privacy Policy](#);
3. The Parties agree that the Stamford CSD's Parents' Bill of Rights for Data Security and Privacy are incorporated as part of this agreement, and the Third-Party Contractor shall comply with its terms;
4. The Third-Party Contractor agrees to comply with New York State Education Law §2-d and its implementing regulations;
5. The Third-Party Contractor agrees that any officers or employees of the Third-Party Contractor, and its assignees who have access to Protected Information, have received or will receive training on Federal and State law governing confidentiality of such information prior to receiving access;
6. The Third-Party Contractor shall:
 - a. limit internal access to education records to those individuals that are determined to have legitimate educational interests;
 - b. not use the education records for any other purposes than those explicitly authorized in its contract or written agreement. Unauthorized use specifically includes, but is not limited to, selling or disclosing personally identifiable information for marketing or commercial purposes or permitting, facilitating, or disclosing such information to another Third-Party for marketing or commercial purposes;
 - c. except for authorized representatives of the Third-Party Contractor to the extent they are carrying out the contract or written agreement, not disclose any personally identifiable information to any other party;
 - i. without the prior written consent of the parent or eligible student; or
 - ii. unless required by statute or court order and the party provides notice of the disclosure to the New York State Education Department, Board of Education, or institution that provided the information no later than the time the information is disclosed, unless providing notice of the disclosure is expressly prohibited by statute or court order;
 - d. maintain reasonable administrative, technical, and physical safeguards to protect the security, confidentiality and integrity of personally identifiable information in its custody;
 - e. use encryption technology to protect data while in motion or in its custody from unauthorized disclosure using a technology or methodology specified by the Secretary of the United States Department of Health and Human Services in guidance issued under Section 13402(H)(2) of Public Law §111-5;
 - f. adopt technology, safeguards and practices that align with the NIST Cybersecurity Framework;
 - g. impose all the terms of this rider in writing where the Third-Party Contractor engages a subcontractor or other party to perform any of its contractual obligations which provides access to Protected Information.

Agreement and Signature

By signing below, you agree to the Terms and Conditions in this Rider:

Company Name Seesaw Learning, Inc. Product Name Seesaw Premium

Printed Name Kat Brown Signature  Date 4/4/2024

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