



Gilboa-Conesville Central School

Gilboa-Conesville Central School District Parents' Bill of Rights for Data Privacy and Security

Gilboa-Conesville Central School District (GCCS) is committed to protecting the privacy and security of student, teacher and principal data. In accordance with New York Education Law §2-d, GCCS wishes to inform the community of the following:

- A student's personally identifiable information cannot be sold or released for any commercial purposes.
- Parents have the right to inspect and review the complete contents of their child's education record.
- State and federal laws protect the confidentiality of personally identifiable information and safeguards associated with industry standards and best practices, including, but not limited to, encryption, firewalls, and password protection must be in place when data is stored or transferred.
- A complete list of all student data elements collected by the state is available for public review at <http://www.p12.nysed.gov/irs/sirs/documentation/NYSEDstudentData.xlsx>, or by writing to the Office of Information & Reporting Services, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, New York 12234.
- Parents have the right to have complaints about possible breaches of student data addressed. Complaints should be directed in writing to the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, New York, 12234. Complaints may also be directed to the chief privacy officer via email at: CPO@mail.nysed.gov.
- GCCS will promptly acknowledge receipt of complaints, commence an investigation, and take the necessary precautions to protect personally identifiable information. Parent's can also contact Tanya Fedo, Data Protection Officer, 132 Wyckoff Rd, Gilboa, NY, 12076.

Appendix Supplemental Information Regarding Third-Party Contractors

In the course of complying with its obligations under the law and providing educational services, GCCS 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 GCCS 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 thirdparty contractor will share the student data or teacher or principal data with, if any, will abide by data protection and security requirements.

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- 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 Gilboa-Conesville 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)	Students login to the FUSE website via username and password (or Google SSO); student-generated content (project files, photos, etc.) are created and uploaded by students through their engagement in FUSE, and serve as evidence of completion.
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)	NA – no subcontractors
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)	The annual Program Agreement runs from July 1 2024 – June 30 2025, unless the school district opts to renew the FUSE license. FUSE is an ongoing research project and frequently reviews aggregated, anonymized website data, in order to determine the effectiveness of the overall program and the individual FUSE Challenges. Upon request, at the expiration of the agreement, FUSE will de-identify user data, removing name and email address from all affected accounts (this is a permanent, unrecoverable act).

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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)	The protected data (name, username, and user-generated password) can be corrected/updated by the FUSE teacher. If further updates are necessary, parent, student or eligible student can contact FUSE at privacy@fusestudio.net .
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)	FUSE utilizes AWS' RDS service (US-based) to store protected data. The security protections taken to ensure data will be protected align with NIST Cybersecurity Framework and industry best practices, including: access control, cryptography (data are encrypted in transit using TLS 1.2 protocol or greater), account passwords are salted and hashed when stored at rest, operations & communications security, etc.
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 in transit and at rest.

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 Gilboa-Conesville Central School Districts 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 Northwestern University Product Name _____

Printed Name Reed Stevens Date 11/7/2024 Signature  _____
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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

GCCS 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 GCCS's Data Security and Privacy Policy;

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3. The Parties agree that GCCS'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 been informed of the nature of the Protected Information and on the 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.

Notwithstanding any other term or condition set forth in this Agreement, the parties agree that the Third-Party Contractor will be free to publish on the results of its research, whether in oral or written form, using the Data after providing a copy of the paper, presentation or other material to be published at least to GCCS thirty (30) days prior to publication to allow GCCS to identify any disclosure of the confidential information and/ or Protected Information which would constitute a breach of this Agreement. If GCCS identifies any such disclosure of its Protected Information, GCCS shall notify the Third-Party Contractor of said disclosure within ten (10) business days and will cooperate with the Third-Party Contractor's efforts to modify the paper, presentation or other material to be published in a prompt and reasonable manner to allow publication (i.e., by replacing any Confidential Information and/or Data of Discloser with non-confidential information of a similar nature). At a GCCS's request, the Third-Party Contractor shall delay submission of the publication for a period not to exceed an additional sixty (60) day to permit such Disclosure to

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secure patent or other protection for subject matter referred to therein. The Third-Party Contractor agrees to provide appropriate acknowledgment regarding the source of the Protected Information and GCCS's contributions, as scientifically appropriate, and shall name GCCS's Investigator or institution, as applicable and in accordance with scientific custom, in all publications concerning its use.

Upon written request by GCCS, and except as specified herein, the Third-Party Contractor will promptly return to GCCS or destroy all copies of the Protected Information provided under this Agreement. The Third-Party Contractor shall not be required to delete or destroy any electronic back-up tapes or other electronic back-up files that have been created solely by their automatic or routine archiving and back-up procedures, to the extent created and retained in a manner consistent with its or their standard archiving and back-up procedures.

Agreement and Signature

Gilboa-Conesville Central School District _____

Printed Name Candice Gackel Signature Candice W. Gackel Date 9/25/24

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

Company Name Northwestern University Product Name _____

Printed Name Clay Arnett Signature Clay Arnett Date 11/11/2024
Senior Director, Contracts and Negotiations

READ AND UNDERSTOOD BY: Reed Stevens

Name: Reed Stevens

Title: Principal Investigator

Date: 11/7/2024

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