



## Johnson City Central School District

### Parents' Bill of Rights for Data Privacy and Security

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

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 5500 Student Records, parents have the right to inspect and review the complete contents of their child's education record;
3. 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.
4. 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 <http://www.nysed.gov/common/nysed/files/programs/student-data-privacy/collected-data-elements-1-17-2020.pdf>. Parents may also obtain a copy of this list by writing to the Office of Information & Reporting Services, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, N.Y. 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: Superintendent of Schools, 666 Reynolds Road, Johnson City, NY 13790. Additionally, parents have the right to have complaints about possible breaches of student data addressed. Complaints should be directed to: Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, NY 12234; the e-mail address is [cpo@mail.nysed.gov](mailto:cpo@mail.nysed.gov). SED's complaint process is under development and will be established through regulations from the department's chief privacy officer, who has yet to be appointed.

### Supplemental information regarding third-party contractors

In the course of complying with its obligations under the law and providing educational services, Johnson City Central School District 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 JCCSD 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  
Johnson City Central School District\***

**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)	
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)	
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)	
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)	
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)	
Please list how the data will be protected using encryption (or list the section(s) in the contract where this information can be found)	

**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 JCCSD 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 Bee Visual LLC Product Name Choiceworks Apps

Printed Name Michele Walker Signature Michele Walker Date 03/07/2025

#### Section 4:

### DATA PRIVACY RIDER FOR ALL CONTRACTS INVOLVING PROTECTED DATA PURSUANT TO EDUCATION LAW §2-C AND §2-D

Johnson City Central School District and Vendor agree as follows:

1. Definitions:

(a) Personally Identifiable Information (PII) means the same as defined by New York Education Law §2-d.

2. Confidentiality of all PII shall be maintained in accordance with State and Federal Law and the District's Data Security and Privacy Policy.

3. The Parties agree that the District's Parents' Bill of Rights for Data Privacy and Security are incorporated as part of this agreement, and Vendor shall comply with its terms.

4. Vendor agrees to comply with Education Law §2-d and its implementing regulations.

5. Vendor agrees that any officers or employees of Vendor, and its assignees who have access to PII, have received or will receive training on federal and State law governing confidentiality of such data prior to receiving access to PII.

6. Vendor 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. Unauthorized use specifically includes, but is not limited to, selling or disclosing PII for marketing or commercial purposes, as those terms are defined under the implementing regulations, or permitting, facilitating, or disclosing such information to a third party for marketing or commercial purposes, as those terms are defined under the implementing regulations;

(c) except for authorized representatives of the third-party contractor to the extent necessary to carry out the contract, 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 the statute or court order;

(d) maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of PII 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 NIST Cybersecurity Framework;

(g) impose all the terms of this rider in writing where the Vendor engages a subcontractor or other party to perform any of its contractual obligations which provides access to PII; and

(h) work with the District to create the supplement to the Parents' Bill of Rights for Data Privacy and Security that meets the requirements of Education Law §2-d and its implementing regulations and which shall be incorporated as part of this agreement and posted on the District's website.

7. In the event of any conflict between the terms of this Data Privacy Rider and the agreement, the terms of this Data Privacy Rider shall control.

**Agreement and Signature**

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

Company Name \_\_\_\_\_ Product Name \_\_\_\_\_

Printed Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_