Peru Central School District
EMPOWERING ALL STUDENTS

NYS Ed-Law 2D
Data Privacy and Security Vendor Compliance Contract

Questions: Contact Nicholas Damiani via email at ndamiani@perucsd.org

Revised 9.11.25

PeruCSD Parent Bill of Rights

- A student's personally identifiable information cannot be sold or released for any commercial or marketing purposes.
- Parents have the right to inspect and review the complete contents of their child's education record, including any student data maintained by the Peru Central School District. This right of inspection of records is consistent with the federal Family Educational Rights and Privacy Act (FERPA). Under the more recently adopted regulations (Education Law §2-d), the rights of inspection are extended to include data, meaning parents have the right to inspect or receive copies of any data in their child's educational record. The New York State Education Department (SED) will develop further policies and procedures related to these rights in the future.
- 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. Parents may ask to 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.
- Parents have the right to have complaints about possible breaches of student data addressed. Complaints should be directed to: PeruCSD DPO: Nicholas Damiani, 518-643-6025, and ndamiani@perucsd.org. Complaints to SED should be directed to: Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, NY 12234, 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.

Additional Student Privacy Information

This bill of rights is subject to change based on regulations of the commissioner of education and the SED chief privacy officer, as well as emerging guidance documents from SED. For example, these changes/additions will include requirements for districts to share information about third-party contractors that have access to student data, including:

- How the student, teacher or principal data will be used;
- How the third-party contractors (and any subcontractors/others with access to the data) will abide by data protection and security requirements;
- What will happen to data when agreements with third-party contractors expire;
- If and how parents, eligible students, teachers or principals may challenge the accuracy of data that is collected; and
- Where data will be stored to ensure security and the security precautions taken to ensure the data is protected, including whether the data will be encrypted.

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PeruCSD Education Law 2-d Agreement

New York State Education Law 2-d was enacted in 2014 to address concerns relative to securing certain personally identifiable information. In order to comply with the requirements of Education Law 2-d, educational agencies and certain third-party contractors who contract with educational agencies must take certain additional steps to secure such data. These steps include enacting and complying with a Parents' "Bill of Rights" relative to protected data, ensuring that each third-party contractor has a detailed data privacy plan in place to ensure the security of such data, and that each third-party contractor sign a copy of the educational agency's Parents' Bill of Rights, thereby signifying that the third-party contractor will comply with such Parents' Bill of Rights. This Agreement is subject to the requirements of Education Law 2-d and Bastion Intelligence (the "Contractor") is a covered third-party contractor.

In order to comply with the mandates of Education Law 2-d, and notwithstanding any provision of the Agreement between the Peru Central School District (the "District") and Contractor to the contrary, Contractor agrees as follows:

Contractor will treat "Protected Data" (as defined below) as confidential and shall protect the nature of the Protected Data by using the same degree of care, but not less than a reasonable degree of care, as the Contractor uses to protect its own confidential data, so as to prevent the unauthorized dissemination or publication of Protected Data to third parties. Contractor shall not disclose Protected Data other than to those of its employees or agents who have a need to know such Protected Data under this Agreement. Contractor shall not use Protected Data for any other purposes than those explicitly provided for in this Agreement. All Protected Data shall remain the property of the disclosing party. As more fully discussed below, Contractor shall have in place sufficient internal controls to ensure that the District's and/or Participants' Protected Data is safeguarded in accordance with all applicable laws and regulations, including, but not limited to, the Children's Internet Protection Act ("CIPA"), the Family Educational Rights and Privacy Act ("FERPA"), the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), if applicable, and the National Institute for Standards and Technology Cybersecurity Framework Version 1.1 (NIST CSF).

"Protected Data" includes any information rendered confidential by State or federal law, including, but not limited to student data, student demographics, scheduling, attendance, grades, health and discipline tracking, and all other data reasonably considered to be sensitive or confidential data by the District and/or a Participant. Protected Data also includes any information protected under Education Law 2-d including, but not limited to:

> "Personally identifiable information" from student records of the District and/or its Participants as that term is defined in § 99.3 of FERPA,
>
> AND

Personally identifiable information from the records of the District and/or its Participants relating to the annual professional performance reviews of classroom teachers or principals that is confidential and not subject to release under the provisions of Education Law §§3012-c and 3012-d.

Contractor and/or any subcontractor, affiliate, or entity that may receive, collect, store, record or display any Protected Data shall comply with New York State Education Law § 2-d. As applicable, Contractor agrees to comply with District policy(ies) on data security and privacy. 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 Protected Data by Contractor, its subcontractors, and/or assignees. In the event this Agreement expires, is not renewed or is terminated, Contractor shall return all of the District's and/or its Participants' data, including any and all Protected Data, in its possession by secure transmission.

Breach Notification

Contractor shall promptly notify the District of any breach or unauthorized release of Protected Data in the most expedient way possible, but **no later than seven (7) calendar days** after the breach has been discovered. Such notice shall include, to the extent known at the time of the notice: (a) the nature of the breach, (b) the types of Protected Data affected, (c) the date and time of the breach, and (d) the steps Contractor has taken or will take to mitigate the breach.

Data Security and Privacy Plan

Contractor and/or any subcontractor, affiliate, or entity that may receive, collect, store, record or display any of the District and/or its Participant's Protected Data, shall maintain a Data Security and Privacy Plan that includes the following elements:

1. A provision incorporating the requirements of the District's Parents' Bill of Rights for data security and privacy, to the extent that any of the provisions in the Bill of Rights applies to Contractor's possession and use of Protected Data pursuant to this Agreement.
2. An outline of how all state, federal, and local data security and privacy contract requirements will be implemented over the life of the contract, consistent with the Contractor's policy on data security and privacy.
3. An outline of the measures taken by Contractor to secure Protected Data and to limit access to such data to authorized staff.
4. An outline of how Contractor will use "best practices" and industry standards with respect to data storage, privacy and protection, including, but not limited to **encryption of Protected Data both in transit and at rest**, firewalls, passwords, protection of off-site records, and limitations of access to stored data to authorized staff.
5. An outline of how Contractor will ensure that any subcontractors, persons or entities with which Contractor will share Protected Data, if any, will abide by the requirements of Contractor's policy on data security and privacy, and the contractual obligations with respect to Protected Data set forth herein.
6. A description of how Contractor will ensure that all employees, agents, or subcontractors with access to Protected Data receive **training on applicable federal and state data privacy laws and regulations (including FERPA and Education Law §2-d)** and on the Contractor's data security and privacy practices **prior to being granted access** to Protected Data. Contractor shall maintain records of such training and make them available to the District upon request.
7. The Contractor's incident response plan, including procedures to identify, investigate, mitigate, and notify the District of breaches or unauthorized disclosures of Protected Data within seven (7) calendar days.

BY: Joshua Spencer DATED: 11/6/2026

CONTRACTOR: Bastion Intelligence

Data Privacy and Security Plan Attachment

1. Contractor's Data Privacy and Security Plan is attached hereto and incorporated herein.
2. Contractor must provide a signed copy of the District's Parents' Bill of Rights.

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