



PARENTS' BILL OF RIGHTS FOR STUDENT DATA PRIVACY AND SECURITY

The Elwood Union Free School District, is committed to protecting the privacy and security of each and every student's data. Parents should be aware of the following rights they have concerning their child's data:

1. A student's personally identifiable information ("PII") cannot be sold or released for any commercial purpose.
2. Parents have the right to inspect and review the complete contents of their student's education record.
3. The confidentiality of a student's PII is protected by existing state and federal laws, and safeguards such as encryption, firewalls, and password protection, must be in place when data is stored or transferred. Third party contractors are required to employ technology, safeguards and practices that align with the National Institute of Standards and Technology Cybersecurity Framework.
4. A complete list of all student data elements collected by the State Education Department is available for public review at <http://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, NY 12234.
5. Parents have the right to file complaints about possible breaches of student data. Parents may submit a complaint regarding a potential breach by the District to Lorraine Dunkel, Assistant Superintendent for Business, 100 Kenneth Avenue, Greenlawn, NY 11740. The School District shall promptly acknowledge any complaints received and commence an investigation into the complaint, while taking the necessary precautions to protect personally identifiable information. The School District shall provide a response detailing its findings from the investigation no more than sixty (60) days after receipt of the complaint. Complaints pertaining to the State Education Department or one of its third party vendors may be submitted to NYSED at www.nysed.gov/data-privacy-security/parents-and-students-file-privacy-complaint , by mail to the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, NY 12234 or by email to privacy@nysed.gov or by telephone at 518-474-0937.
6. In the event of a data breach or unauthorized disclosure of student's PII, third party contractors are required by law to notify the School District in accordance with applicable laws and regulations if a breach or unauthorized release of PII occurs.
7. If the School District enters into a contract with a third party in which student, teacher, or principal data is shared with a third party, supplemental information for each such contract will be appended to this Parents' Bill of Rights.
8. Parents may access the State Education Department's Parents' Bill of Rights at: https://www.nysed.gov/common/nysed/files/programs/data-privacy-security/parents-bill-of-rights_2.pdf

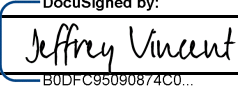
Acknowledged by: Jeffrey Vincent Learning A-Z, LLC 08/19/2025
DocuSigned by: B0DFC95090874C0... Organization Date

SUPPLEMENTAL INFORMATION FOR CONTRACTS THAT UTILIZE PERSONALLY IDENTIFIABLE INFORMATION

As per the Agreement between the undersigned and the School District, this information must be completed by the Service Provider within ten (10) days of execution of the Agreement.

Name of Provider:	Learning A-Z, LLC
Description of the purpose(s) for which Provider will receive/access PII:	The following Personally Identifiable data is captured by our system: teacher first and last name (required), teacher email (required), grade (optional), student class chart name (required), student first and last name (optional), parent first or last name (optional), parent email (required for parent access)
Type of PII that Provider will receive/access:	Check all that apply: ☒ Student PII ☐ APPR Data
Contract Term:	Contract Start Date: <u>07/31/2025</u> Contract End Date: <u>07/31/2026</u>
Subcontractor Written Agreement Requirement:	Provider will not utilize subcontractors without a written contract that requires the subcontractors to adhere to, at a minimum, materially similar data protection obligations imposed on the contractor by State and Federal laws and regulations, and the Contract. (check applicable option) ☒ Provider will not utilize subcontractors. ☐ Provider will utilize subcontractors.
Data Transition and Secure Destruction:	Upon expiration or termination of the Contract, Provider shall: - Securely transfer data to the School District, or a successor provider at the School District's option and written discretion, in a format agreed to by the parties. - Securely delete and destroy data.
Challenges to Data Accuracy:	Parents, teachers, or principals who seek to challenge the accuracy of PII will do so by contacting the School District. If a correction to data is deemed necessary, the School District will notify Provider. Provider agrees to facilitate such corrections within 21 days of receiving the School District's written request.

Sectue Storage and Data Security:	Please describe where PII will be stored and the protections taken to ensure PII will be protected: (check all that apply) ☐ Using a cloud or infrastructure owned and hosted by a third party. ☐ Using Conh·actor owned and hosted solution. ☐ Other: Please describe how data security and privacy risks will be mitigated in a manner that does not compromise the security of the data: We encrypt all data at rest with AES 256 and in transit with TLS 1.2 and 1.3. Data is stored in a Tier IV data center in Texas with a backup site in Michigan
Encryption:	Data will be encrypted while in motion and at rest.

PROVIDER	
[Signattue]	DocuSigned by: 
[Printed Name]	Jeffrey Vincent
[Title]	Vice President of Sales
Date:	8/19/2025