

Elwood Union Free School District
100 Kenneth Avenue
Greenlawn, New York 11740

Parents' Bill of Rights for 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 cannot be sold or released for any commercial or marketing purposes. A student's data cannot be shared with an unauthorized person.
2. Parents have the right to inspect and review the contents of their child's education record from their school. Parents' have the right to see the records within forty-five (45) days and dispute any inaccuracies.
3. The confidentiality of a student's personally identifiable information 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: <https://www.nysed.gov/data-privacy-security/student-data-inventory>, or by writing to the Office of Information & Reporting Services, New York State Education Department, 89 Washington Avenue, Room 863 EBA, 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, New York 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 <https://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, Room 152 EB, Albany, NY 12234, or email to privacy@nysed.gov or by telephone at (518) 474-0937.
6. In the event of a data breach or unauthorized disclosure of students' personally identifiable information, third party contractors are required by law to notify in accordance with applicable laws and regulations if a breach or unauthorized release of PII occurs.
7. If the 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/data-privacy-security/bill-rights-data-privacy-and-security-parents-bill-rights>

Acknowledged by: _____
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:	
Description of the purpose(s) for which Provider will receive/access PII:	
Type of PII that Provider will receive/access:	Check all that apply: ☐ Student PII ☐ APPR Data
Contract Term:	Contract Start Date: _____ Contract End Date: _____
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.

Secure 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 Contractor 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:
Encryption:	Data will be encrypted while in motion and at rest.

PROVIDER	
[Signature]	
[Printed Name]	
[Title]	
Date:	