
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 steps. That was enacted in 2014 (Education Law 2-d) and requires that each 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, which is available at www.nysed.gov/parents-bill-of-rights.

CONTRACTOR (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 South Country 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"), and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), if applicable.

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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.

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 aligns with the NIST Cybersecurity Framework and 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.
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1. Attached hereto is a copy of Contractor's Data and Privacy Plan.
 2. Attached hereto is a copy of the District's Bill of Rights signed by Contractor.

Pursuant to New York State Education Law §2-d, parents, legal guardians and persons in parental relation to a student are entitled to certain rights with regard to their child's personally identifiable information, as defined by Education Law §2-d. This document contains a plain English summary of such rights.

1. A student's personally identifiable information cannot be sold or released for any commercial purposes.
2. Parents have the right to inspect and review the complete contents of their child's educational records maintained by the South Country Central School District.
3. State and Federal Laws protect the confidentiality of personally identifiable student 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. A complete list of all student data elements collected by New York State is available for review at the following website:

<http://www.p12.nysed.gov/irs/sirs/documentation/NYSEDstudentData.xlsx>

The list may also be made available by writing to:

Office of Information & Reporting Services
New York State Education Department
Room 863 EBA,
89 Washington Avenue
Albany, NY 12234

5. Parents have the right to have complaints about possible breaches of student data addressed. Complaints should be directed to:
South Country Central School District
Attn: Data Protection Officer
189 Dunton Avenue
East Patchogue, New York 11772
Email: DPO@southcountry.org
Phone: 631-730-1528

OR

Chief Privacy Officer
New York State Education Department
89 Washington Avenue
Albany, NY 12234
Email: CPO@mail.nysed.gov

6. Each contract with a third-party contractor which will receive student data, or teacher or principal data will include information addressing the following:
 - a. The exclusive purposes for which the student data or teacher or principal data will be used.
 - b. 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.
 - c. When the agreement expires and what happens to the student data or teacher and principal data upon expiration of the agreement.
 - d. If and how a parent, student, a student over eighteen years of age, teacher or principal may challenge the accuracy of the student data or teacher or principal data that is collected; and
 - e.

