

Rye City School District
Parents' Bill of Rights for Data Privacy and Security



The Rye City 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. Student personally identifiable information ("PII") will be collected and disclosed only as necessary to achieve educational purposes in accordance with State and Federal Law.
2. A student's personally identifiable information cannot be sold or released for any commercial purposes.
3. Parents have the right to inspect and review the complete contents of their child's education record.
4. 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.
5. 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 Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, NY 12234.
6. 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 Kaitlyn Sassone, Data Protection Officer at sassone.kaitlyn@ryeschools.org. 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 should be directed in writing 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; or by submission online at www.nysed.gov/data-privacy-security/parents-and-students-file-privacy-complaint.

7. In the event of a data breach or unauthorized disclosure of students' personally identifiable information, third party contractors are required by law to notify the School District within seven (7) days of discovery of the breach or unauthorized disclosure.
8. 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.
9. Parents may access the State Education Department's Parents' Bill of Rights:
https://www.nysed.gov/sites/default/files/programs/data-privacy-security/parents-bill-of-rights-8.28.24_0.pdf

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:	What do you use the data for? Ex: Reports, etc.
Type of PII that Provider will receive/access:	<p>Check all that apply: Please select the type of data you use.</p> <input type="checkbox"/> Student PII <input type="checkbox"/> APPR Data
Contract Term:	<p>Contract Start Date: _____</p> <p>Contract End Date: _____</p>
Subcontractor Written Agreement Requirement:	<p>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)</p> <input type="checkbox"/> Provider will not utilize subcontractors. <input type="checkbox"/> Provider will utilize subcontractors.
Data Transition and Secure Destruction:	<p>Upon expiration or termination of the Contract, Provider shall:</p> <ul style="list-style-type: none"> 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:	<p>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.</p>

Secure Storage and Data Security:	<p>Please describe where PII will be stored and the protections taken to ensure PII will be protected: (check all that apply)</p> <p><input type="checkbox"/> Using a cloud or infrastructure owned and hosted by a third party.</p> <p><input type="checkbox"/> Using Contractor owned and hosted solution.</p> <p><input type="checkbox"/> Other:</p> <p>Please describe how data security and privacy risks will be mitigated in a manner that does not compromise the security of the data:</p> <p>How do you handle data risks without compromising the integrity of the data?</p>
Encryption:	Data will be encrypted while in motion and at rest.

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

Return to: Kaitlyn Sassone - Data Protection Officer