



# BAINBRIDGE-GUILFORD CENTRAL SCHOOL DISTRICT

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*Guilford Elementary School*  
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## Parents' Bill of Rights for Data Privacy and Security

The Bainbridge-Guilford Central School District, in recognition of the risk of identity theft and unwarranted invasion of privacy, affirms its commitment to safeguarding student personally identifiable information (PII) in educational records from unauthorized access or disclosure in accordance with State and Federal law. In accordance with New York State Education Law Section 2-d, the Bainbridge-Guilford Central School District hereby sets forth the following Parents' Bill of Rights for Data Privacy and Security, which is applicable to all students and their parents and legal guardians.

- A student's personally identifiable information cannot be sold or released for any commercial purposes by the district or a third-party contractor. The district will not sell student personally identifiable information and will not release it for marketing or commercial purposes, other than directory information released by the district in accordance with district policy.
- Parents have the right to inspect and review the complete contents of their child's education record. See Board Policy #5306, Student Records, for the procedures for exercising this right.
- State and federal laws, such as New York State Education Law Section 2-d and the Family Educational Rights and Privacy Act, protect the confidentiality of students' personally identifiable information. 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.
- New York State, through the New York State Education Department, collects a number of student data elements for authorized uses. A complete list of all student data elements collected by the state is available for public review at the following website <http://www.nysed.gov/student-data-privacy/student-datainventory> or by writing to the Office of Information and Reporting Services, New York State Education Department, Room 865 EBA, 89 Washington Avenue, Albany, New York 12234.
- Parents have the right to submit complaints about possible breaches of student data. Complaints should be directed in writing to Privacy Complaint, Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, New York 12234. Complaints may also be submitted using the form available at the following website <http://www.nysed.gov/student-data-privacy/form/report-improper-disclosure>.
- Parents have the right to be notified in accordance to applicable laws and regulations if a breach or unauthorized release of their student's PII occurs.
- Parents can expect that educational agency workers who handle PII will receive annual training on applicable federal and state laws, regulations, educational agency's policies, and safeguards which will be in alignment with industry standards and best practices to protect PII.

### Supplemental Information Regarding Third-Party Contractors

To provide the necessary educational services within the Bainbridge-Guilford Central Schools, the district enters into agreements with certain third-party contractors. As such and pursuant to such agreements, third-party contractors may have access to student data or teacher or principal data, protected by New York State Education Law Section 2-d. Each contract the Bainbridge-Guilford Central School District enters with a third-party contractor, where the contractor receives student data or teacher or principal data, will include the following information:

- The exclusive purposes for which the student data or teacher or principal data will be used.
- 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.
- When the agreement expires and what happens to the student data or teacher or principal data upon expiration of the agreement.
- If and how a parent, student, eligible student, teacher, or principal may challenge the accuracy of the student data or teacher or principal data that is collected.

Where the student, teacher or principal data will be stored (described in such a manner as to protect data security), and the security protections taken to ensure such data will be protected, including whether such data will be encrypted.

**\*This section to be completed by the Third-Party Contractor and returned to the Bainbridge-Guilford Central School District\***

**Section 1:** Does the Third-Party Contractor have access to student data and/or teacher or principal data as those terms are defined by law?

- Yes (Please complete Sections 2, 3 and 4)
- No (Please complete Section 3)

**Section 2:** Supplemental Information Details Third-Party Contractors subject to New York State Education Law Section 2-d – please complete the table below:

SUPPLEMENTAL INFORMATION ELEMENT	SUPPLEMENTAL INFORMATION
Please list the exclusive purpose(s) for which the student data or teacher or principal data will be used by the third-party contractor, as defined in the contract (or list the section(s) in the contract where this information can be found)	
Please list how the contractor will ensure that any other entities with which it shares the protected data, if any, will comply with the data protection and security provisions of law, regulation and this contract (or list the section(s) in the contract where this information can be found)	
Please list when the agreement expires and what happens to the protected data when the agreement expires (or list the section(s) in the contract where this information can be found)	
Please list how a parent, student, or eligible student may challenge the accuracy of the protected data that is collected; if they can challenge the accuracy of the data, describe how (or list the section(s) in the contract where this information can be found)	
Please list where the protected data will be stored (described in a way that protects data security), and the security protections taken to ensure such data will be protected and data security and privacy risks mitigated (or list the section(s) in the contract where this information can be found)	
Please list how the data will be protected using encryption (or list the section(s) in the contract where this information can be found)	

**Section 3:** Agreement and Signature

By signing below, you agree:

- The information provided in this document by the Third-Party Contractor is accurate
- To comply with the terms of the Bainbridge-Guilford Central School District Parents’ Bill of Rights for Data Privacy and Security (applicable to Third-Party Contractors subject to New York State Education Law Section 2-d only)

Company Name: \_\_\_\_\_

Product Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Section 4: Data Privacy Rider for All Contracts Involving Protected Data Pursuant to New York State Education Law Section 2-C and Section 2-D**

The Bainbridge-Guilford Central School District and the Third-Party Contractor agree as follows:

1. Definitions:
  - a. Protected Information means personally identifiable information of students from student education records as defined by FERPA, as well as teacher and Principal data regarding annual professional performance reviews made confidential under New York Education Law Section 3012-c and Section 3012-d;
  - b. Personally Identifiable Information (PII) means the same as defined by the regulations implementing FERPA (20 USC Section 1232-g);
2. Confidentiality of all Protected Information shall be maintained in accordance with State and Federal Law and the Bainbridge-Guilford Central School District's Data Security and Privacy Policy;
3. The Parties agree that the Bainbridge-Guilford Central School District's Parents' Bill of Rights for Data Security and Privacy are incorporated as part of this agreement, and the Third-Party Contractor shall comply with its terms;
4. The Third-Party Contractor agrees to comply with New York State Education Law Section 2-d and its implementing regulations;
5. The Third-Party Contractor agrees that any officers or employees of the Third-Party Contractor, and its assignees who have access to Protected Information, have received or will receive training on Federal and State law governing confidentiality of such information prior to receiving access;
6. The Third-Party Contractor shall:
  - a. limit internal access to education records to those individuals that are determined to have legitimate educational interests;
  - b. not use the education records for any other purposes than those explicitly authorized in its contract or written agreement. Unauthorized use specifically includes, but is not limited to, selling or disclosing personally identifiable information for marketing or commercial purposes or permitting, facilitating, or disclosing such information to another Third-Party for marketing or commercial purposes;
  - c. except for authorized representatives of the Third-Party Contractor to the extent they are carrying out the contract or written agreement, not disclose any personally identifiable information to any other party;
    - i. without the prior written consent of the parent or eligible student; or
    - ii. unless required by statute or court order and the party provides notice of the disclosure to the New York State Education Department, Board of Education, or institution that provided the information no later than the time the information is disclosed, unless providing notice of the disclosure is expressly prohibited by statute or court order;
  - d. maintain reasonable administrative, technical, and physical safeguards to protect the security, confidentiality and integrity of personally identifiable information in its custody;
  - e. use encryption technology to protect data while in motion or in its custody from unauthorized disclosure using a technology or methodology specified by the Secretary of the United States Department of Health and Human Services in guidance issued under Section 13402(H)(2) of Public Law Section 111-5;
  - f. adopt technology, safeguards and practices that align with the NIST Cybersecurity Framework;
  - g. impose all the terms of this rider in writing where the Third-Party Contractor engages a subcontractor or other party to perform any of its contractual obligations which provides access to Protected Information.

**Agreement and Signature**

By signing below, you agree to the Terms and Conditions in this Rider:

Company Name: \_\_\_\_\_

Product Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Thank you,

Gregory Winn  
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Technology Coordinator  
Bainbridge-Guilford Bobcats  
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