

WYANDANCH UNION FREE SCHOOL DISTRICT
SUPPLEMENT TO PARENTS' BILL OF RIGHTS FOR DATA PRIVACY AND
SECURITY

Pursuant to New York State Education Law §2-d and interpreting regulations, parents, legal guardians and persons in parental relation to a student are entitled to supplemental information pertaining to agreements entered into between the Wyandanch Union Free School District and any third-party contractor that will receive personally identifiable information. This document pertains to any Agreement entered into on or about **TBD**, by and between the Wyandanch Union Free School District and **TBD**, in connection with the provision of IT network hosting services.

(1) The student, teacher or principal data (individually and collectively, “data”) will be used exclusively for performing hosting services. The Agreement defines “Hosting Services” to mean the hosting services to be provided by or on behalf of that includes hosting, monitoring, operating and maintaining the software [licensed to the District] on hardware and related equipment at a site owned or controlled by **TBD** and the delivery of non-exclusive access via a virtual private connection (VPN) to enable the District to use the software granted to the District. The Hosting Services also include storing all data entered and maintained by users through the use of the software. Users are defined in the Agreement as employees or agents of the District authorized in writing to use the software solely for the District’s internal use as part of the Hosting Services.

(2) Access to the data shall only be by employees and/or subcontractors whose job function requires access. Except as specified in the Agreement, **TBD** may not access the data for any other purpose without the express written consent of the District. Access to data by any outside party shall only be in accordance with the terms of the Agreement or where required by law. **TBD** agrees to abide by the Family Educations Rights and Privacy Act (FERPA) limitations and requirements imposed on school officials with respect to data that is defined as an “education record” pursuant to FERPA.

(3) The duration of the initial term of the Agreement shall be for one (1) year, and shall expire on **TBD**, inclusive. Upon termination of the Agreement, and conditional upon the District’s payment of all fees that are due to, **TBD** will furnish the Customer with a copy of the data in a format to be mutually agreed upon between the parties in writing (typically a .csv file). Upon receipt of notice from the District confirming receipt of the data, **TBD** shall destroy all copies of the data and delete all data on the database and an Officer of **TBD** shall certify the destruction and deletion to the Customer.

(4) As between **TBD** and the District, all data will remain the sole and exclusive property of the District. The District is solely responsible for ensuring the accuracy, quality, integrity, reliability, appropriateness and right to view and use the data.

(5) **TBD** maintains that all data is stored at a site owned or controlled by. Access to the software is delivered via a virtual private connection. While **TBD** does not guarantee the privacy, security,

authenticity and non-corruption of any information transmitted or stored in any system connected to the internet, the District represents and warrants that the data provided to or acquired by **TBD** is subject to **TBD** privacy policy. The District further warrants that it shall comply with all applicable local, state, provincial and federal laws regarding invasion of privacy, misuse or failure to protect personal information, and confidentiality. **TBD** maintains reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of personally identifiable data in its custody.

(6) The District is solely responsible for ensuring that the data provided to **TBD** and all other content transmitted, posted, received or created through the District's use of the hosting service or the software is encrypted.