Baldwinsville Central School District
Achieving our full potential together.

SUPPLEMENTAL INFORMATION ADDENDUM
PARENTS BILL OF RIGHTS AND ADDITIONAL DATA PROTECTION MANDATES

1. **EXCLUSIVE PURPOSES FOR DATA USE**: The exclusive purposes for which "student data" or "teacher or principal data" (as those terms are defined in Education Law Section 2-d and collectively referred to as the "Confidential Data") will be used by------- (the "Contractor") are limited to the purposes authorized in the contract between the Contractor and Baldwinsville Central School District (the "School District") dated ------ (the "Contract").

2. **SUBCONTRACTOR OVERSIGHT DETAILS**: The Contractor will ensure that any subcontractors, or other authorized persons or entities to whom the Contractor will disclose the Confidential Data, if any, are contractually required to abide by all applicable data protection and security requirements, including but not limited to those outlined in applicable state and federal laws and regulations (e.g., FERPA; Education Law §2-d; 8 NYCRR Part 121).

3. **CONTRACT PRACTICES**: The Contract commences and expires on the dates set forth in the Contract, unless earlier terminated or renewed pursuant to the terms of the Contract. On or before the date the Contract expires, protected data will be exported to the School District and/or destroyed by the Contractor as directed by the School District.

4. **DATA ACCURACY/CORRECTION PRACTICES**: A parent or eligible student can challenge the accuracy of any "education record", as that term is defined in the Family Educational Rights and Privacy Act ("FERPA") stored by the School District in a Contractor's product and/or service by following the School District's procedure for requesting the amendment of education records under the FERPA. Teachers and principals may be able to challenge the accuracy of APPR data stored by School District in Contractor's product and/or service by following the appeal procedure in the School District's APPR Plan. Unless otherwise required above or by other applicable law, challenges to the accuracy of the Confidential Data shall not be permitted.

5. **SECURITY PRACTICES**: Confidential Data provided to Contractor by the School District will be stored securely and encrypted both in transit and at rest. The measures that Contractor takes to protect Confidential Data will align with the NIST Cybersecurity Framework including, but not necessarily limited to, disk encryption, file encryption, firewalls, and password protection. The Vendor shall establish a data security and privacy plan which it will make available to the School District.

6. **ENCRYPTION PRACTICES**: The Contractor will apply encryption to the Confidential Data while in motion and at rest at least to the extent required by Education Law Section 2-d and other applicable law.

7. **NOTIFICATION OF BREACH**: Vendor shall promptly notify the School District of any breach or unauthorized release of personally identifiable information in the most expedient way possible and without unreasonable delay but no more than seven calendar days after the discovery of such breach. The Vendor shall cooperate with the School District, educational agencies and law enforcement to protect the integrity of investigations into the breach or unauthorized release of personally identifiable information.