



CAREGIVER'S BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY

There are state laws, including NY Education Law Section 2-d and Federal laws, including FERPA, that require your child's school to protect their confidential information. This information is referred to as "personally identifiable information" includes, but is not limited to student demographics, scheduling, attendance, grades, health and discipline tracking, and all other data reasonably considered to be sensitive or confidential data. Under New York state's education law, if you are a parent or legal guardian of a child at Broome Street Academy Charter High School, you have the following rights regarding the privacy and security of your child's personally identifiable information and data:

- Your child's personally identifiable information cannot be sold or released for any commercial purposes.
- If your child is under age 18, you have the right to inspect and review the complete contents of your child's education records.
- Safeguards must be in place to protect your child's personally identifiable data when it is stored or transferred. These safeguards must meet industry standards and best practices. Examples of such safeguards include encryption, firewalls, and password protection.
- You have the right to make complaints about possible breaches of student data and to have such complaints addressed.

If you have a complaint about how your student's data is being handled, please follow the instructions on the "Procedures for Complaints of Breach or Unauthorized Release of Personally Identifiable Information" on the Broome Street Academy Website.



REQUIREMENTS FOR THIRD PARTY CONTRACTORS/VENDORS

Broome Street Academy vendors must agree to the following:

1. Vendor 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 Vendor uses to protect its own confidential data, so as to prevent the unauthorized dissemination or publication of Protected Data to third parties.
2. Vendor will limit access to Protected Data to those individuals determined to have a need to know to provide the services;
3. Vendor 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.
4. Vendor shall not use Protected Data for any other purpose than those provided in this Agreement. All Protected Data shall remain the property of the disclosing party.
5. Vendor will never sell or release a students Protected Data for any commercial use.
6. As more fully discussed below, Vendor shall have in place sufficient internal controls to ensure that Broome Street Academy’s Protected Data is safeguarded in accordance with all applicable laws and regulations, including, but not limited to the Children’s Internet Protection Act, Family Educational Rights and Privacy Act, and Health Insurance Portability and Accountably Act of 1996, if applicable.



“Protected Data” includes any information rendered confidential by State or federal law, including, but not limited to student data, student demographics, scheduling, attendance, grades, health and discipline tracking, and all other data reasonably considered to be sensitive or confidential data by the BROOME STREET ACADEMY. Protected Data also includes any information protected under Education Law 2-d including, but not limited to:

“Personally identifiable information” from student records of the BROOME STREET ACADEMY as that term is defined in §99.3 of the Family Educational Rights and Privacy Act (FERPA),

-AND-

Personally identifiable information from the records of the BROOME STREET ACADEMY relating to the annual professional performance reviews of classroom teachers or principals that is confidential and not subject to release under the provisions of Education Law 3012-c

Vendor and/or any subcontractor, affiliate, or entity that may receive, collect, store, record or display any Protected Data shall comply with New York State Education Law § 2-d. In the event this Agreement expires, is not renewed or is terminated, Vendor shall return all of BROOME STREET ACADEMY’s data, including any and all Protected Data, in its possession by secure transmission or delete all Protected Data as directed by BROOME STREET ACADEMY.