



BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY -

SUPPLEMENTAL INFORMATION FOR CONTRACTS THAT UTILIZE PERSONALLY IDENTIFIABLE INFORMATION

Pursuant to Education Law § 2-d and Section 121.3 of the Commissioner’s Regulations, The Summit Center (“Summit”) is required to post information to its website about its contracts with third-party contractors that will receive Personally Identifiable Information (PII).

Name of Contractor	<i>Dean Corbin LLC.</i>
Description of the purpose(s) for which Contractor will receive/access PII	<i>Create custom reports using data from Evolv (electronic educational record) data base.</i>
Type of PII that Contractor will receive/access	Check all that apply: <input checked="" type="checkbox"/> Student PII <input type="checkbox"/> APPR Data
Contract Term	<i>Current contract is annual and open ended. Upon dissolution of contract, vendor will no longer have access to our database to create reports.</i> <i>All reports contracted to create are kept on Summit’s reporting server. Any example data that I am provided to assist in creating the reports is sent to contractor via email with encryption.</i>
Subcontractor Written Agreement Requirement	Contractor 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) <input checked="" type="checkbox"/> Contractor will not utilize subcontractors. <input type="checkbox"/> Contractor will utilize subcontractors.
Data Transition and Secure Destruction	Upon expiration or termination of the Contract, Contractor shall: <ul style="list-style-type: none"> • Securely transfer data to Summit, or a successor contractor at Summit’s option and written discretion, in a format agreed to by the parties. OR <ul style="list-style-type: none"> • Securely delete and destroy data.

	<i>Note: Contractor generally does not retain any Summit data.</i>
Challenges to Data Accuracy	<p>Parents, teachers or principals who seek to challenge the accuracy of PII will do so by contacting Summit. Summit agrees to facilitate such corrections within 21 days of receiving Summit's written request.</p> <p><i>Note: Contractor does not change data in any way. Data is used to create reports.</i></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 checked="" 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><i>Note: The report definitions the contractor creates are stored in the Summit reporting server and any data remains in the electronic educational records database to be queried in real time as reports are run by Summit users. Summit determines which users may access those reports and determines the protocols that their users must follow to secure data.</i></p>
Encryption	Data will be encrypted while in motion and at rest.