

Parents' Bill of Rights for Data Privacy and Security

Summit School / Summit Children's Residence Center | 339 North Broadway, Upper Nyack, NY 10960, USA

In accordance with New York State Education Law § 2-d and Part 121 of the Regulations of the Commissioner of Education, Summit School / Summit Children's Residence Center ("Summit") hereby sets forth this Parents' Bill of Rights for Data Privacy and Security. Summit is an approved private school for the education of students with disabilities and is an "educational agency" under Education Law § 2-d.

1. Ownership and Confidentiality

A student's personally identifiable information ("PII") cannot be sold or released for any commercial purpose. Student data remains the property of, and under the control of, Summit and the student's placing school district. Summit does not use PII for marketing or advertising, and does not permit any third-party contractor to do so.

2. Right to Inspect and Review

Parents have the right to inspect and review the complete contents of their child's education record, including any student data stored or maintained by Summit or by a third-party contractor on Summit's behalf, in accordance with the Family Educational Rights and Privacy Act (FERPA) and Education Law § 2-d. Summit will respond to a request to inspect records within a reasonable period, and in no case more than 45 days after the request. Requests should be directed to:

Data Protection Officer

Email privacy@summitnyack.com | Mail: Data Protection Officer, Summit School / Summit Children's Residence Center, 339 North Broadway, Upper Nyack, NY 10960

3. Right to Challenge the Accuracy of Records

Parents and eligible students have the right to request that Summit amend a record they believe is inaccurate, misleading, or in violation of the student's privacy rights. Requests should be made in writing to the Data Protection Officer, identifying the record and the change requested. If Summit declines to amend the record, the parent will be informed of the right to a hearing under FERPA (34 CFR §§ 99.20–99.22). Where the data is held by a third-party contractor, Summit will direct the contractor to make the correction; parents do not need to contact contractors directly.

4. State and Federal Safeguards

State and federal laws — including but not limited to FERPA, the Individuals with Disabilities Education Act (IDEA), the Children's Online Privacy Protection Act (COPPA), and New York Education Law § 2-d — protect the confidentiality of personally identifiable student data. Summit has adopted the National Institute of Standards and Technology Cybersecurity Framework (NIST CSF), as required by 8 NYCRR § 121.5, as the standard for its data security and privacy program. Summit safeguards PII in its custody using administrative, operational, and technical safeguards, including but not limited to encryption of

data while in motion and at rest, multi-factor authentication, access controls limiting data access to individuals with a legitimate educational interest, secure disposal of records, and vendor contracts that require the same protections described in this document.

5. Student Data Inventory

A complete list of all student data elements collected by New York State is available for public review at <https://www.nysed.gov/data-privacy-security/student-data-inventory>, or by writing to: Office of Information & Reporting Services, New York State Education Department, Room 865 EBA, 89 Washington Avenue, Albany, NY 12234.

A list of the student data elements Summit itself collects, and the third-party contractors who receive that data, is available at: www.summitnyack.com/data-privacy.

6. Right to Have Complaints Addressed

Parents have the right to have complaints about possible breaches or unauthorized releases of student data addressed. Complaints may be submitted to Summit in writing, by email, or by phone to:

Data Protection Officer

Email privacy@summitnyack.com | Mail: Data Protection Officer, Summit School / Summit Children's Residence Center, 339 North Broadway, Upper Nyack, NY 10960

Summit will acknowledge receipt of a complaint promptly, investigate, and provide the complainant with written findings within 60 calendar days of receipt. If more time is needed, Summit will notify the complainant in writing of the reason for the delay and the expected completion date.

Complaints may also be submitted to the New York State Education Department:

New York State Education Department, Chief Privacy Officer, 89 Washington Avenue, Albany, NY 12234

Email: privacy@nysed.gov | Online: <https://www.nysed.gov/data-privacy-security/report-improper-disclosure>

7. Right to Notification

Parents have the right to be notified in accordance with applicable laws and regulations if a breach or unauthorized release of their child's PII occurs. Third-party contractors must notify Summit within seven (7) calendar days of discovering a breach. Summit will notify the NYSED Chief Privacy Officer within ten (10) calendar days and will notify affected parents in the most expedient way possible and without unreasonable delay, and in no case later than sixty (60) calendar days after discovery, unless law enforcement requests a delay.

8. Staff Training

Summit officers and employees who handle PII receive annual training on the applicable state and federal laws, Summit policies, and the safeguards associated with industry standards and best practices that protect PII, as required by 8 NYCRR § 121.7.

9. Contracts with Third-Party Contractors

Contracts Summit enters into with vendors or other third parties that will receive student data will address the statutory and regulatory data privacy and security requirements set forth in Education Law § 2-d and Part 121, will include this Bill of Rights, and will require, at a minimum, that the third-party contractor:

- a. Adopt technologies, safeguards, and practices that align with the NIST Cybersecurity Framework;
- b. Limit internal access to PII to only those individuals with a legitimate educational interest in the data, as necessary for the contractor to perform the contracted services, and who have received training on the laws governing confidentiality of such data;
- c. Not use PII for any purpose other than those explicitly authorized in its contract with Summit, including not using PII to develop or train products, services, or artificial-intelligence models;
- d. Not disclose PII to any other party without the prior written consent of the parent or eligible student, except as required by law or as explicitly permitted in its contract, and only where the recipient is subject to the same or greater data protection obligations;
- e. Maintain reasonable administrative, technical, and physical safeguards to protect PII, including encryption of data while in motion and at rest;
- f. Not sell PII, nor use or disclose it for any marketing or commercial purpose;
- g. Notify Summit of any breach of security resulting in unauthorized release of PII in the most expedient way possible and without unreasonable delay, and in no case later than seven (7) calendar days after discovery, and cooperate with Summit's investigation and required notifications;
- h. Provide a Data Security and Privacy Plan meeting 8 NYCRR § 121.6; and
- i. Delete or return all PII upon expiration or termination of the contract, unless the parent or eligible student has provided prior written consent for the data to be maintained by the third-party contractor.

10. Supplemental Information for Each Third-Party Contract

As an appendix to this Bill of Rights, each contract Summit enters into with a third-party contractor that will receive student data includes supplemental information specific to that contract, which Summit publishes on its website, stating:

- (A) the exclusive purposes for which the student data will be used;
- (B) how the contractor will ensure any subcontractors, persons, or entities it shares data with abide by the same data protection and security requirements;
- (C) the duration of the contract and what happens to the data upon its expiration, including whether and how the data will be destroyed;
- (D) if and how a parent, student, or eligible student may challenge the accuracy of collected data;
- (E) where the data will be stored, described in a manner that protects data security; and
- (F) the security protections taken to protect data, including whether and how data will be encrypted while in motion and at rest.

Supplemental information sheets are published on Summit's website for each third-party contractor that receives student data — currently PowerSchool, Google Workspace for Education, Orah, Airtable,

Intuit QuickBooks, Adobe Creative Cloud, and CENTEGIX — and are updated whenever a contract is added, renewed, or ended. Sheets for staff-only systems (Microsoft 365, Brivo, Singlewire InformaCast, and monday.com) are kept on file and available from the Data Protection Officer on request.

Data Protection Officer	privacy@summitnyack.com — Data Protection Officer, Summit School / Summit Children's Residence Center, 339 North Broadway, Upper Nyack, NY 10960
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This Bill of Rights is subject to change based on regulations of the United States Department of Education and the New York State Education Department.