

## Attachment A1

### Parent's Bill of Rights for Data Privacy and Security

Pursuant to Education Law section 2-d, Rochester City School District (RCSD) is required to publish, on their websites, a parents bill of rights for data privacy and security and to include such information with every contract a school district enters into with a third party contractor where the third party contractor receives student data or teacher or principal data. The following is RCSD's bill of rights for data privacy and security:

1. A student's personally identifiable information cannot be sold or released for any commercial purposes;
2. 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 the District/BOCES. This right of inspection is consistent with the requirements of the Family Educational Rights and Privacy Act (FERPA). In addition to the right of inspection of the educational record, Education Law §2-d provides a specific right for parents to inspect or receive copies of any data in the student's educational record;
3. State and federal laws protect the confidentiality of personally identifiable information, and safeguards associated with industry standards and best practices, including, but not limited to, encryption, firewalls, and password protection, must be in place when data is stored or transferred;
4. A complete list of all student data elements collected by the State is available for public review at <http://www.p12.nysed.gov/irs/sirs/documentation/NYSEDstudentData.xlsx>, or you may obtain a copy of this list by writing to the Office of Information & Reporting Services, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, NY 12234; and
5. Parents have the right to file complaints with the District/BOCES about possible privacy breaches of student data by the District's/BOCES' third party contractors or their employees, officers, or assignees, or with NYSED. At this time, you may contact the District Data Protection Officer with any such complaints at [studentprivacy@rcsdk12.org](mailto:studentprivacy@rcsdk12.org) or by mailing him at 131 West Broad Street, Rochester, NY 14614, (585) 262-8363. Complaints to NYSED should be directed in writing to the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany NY 12234, email to [Privacy@nysed.gov](mailto:Privacy@nysed.gov), or submitted electronically at <http://www.nysed.gov/data-privacy-security/report-improper-disclosure>

For purposes of further ensuring confidentiality and security of student data, as an appendix to the Parents' Bill of Rights each contract an educational agency enters into with a third party contractor shall include the following supplemental information:

- a. the exclusive purposes for which the student data, or teacher or principal data, will be used;
- b. how the third party contractor will ensure that the subcontractors, persons or entities that the third party contractor will share the student data or teacher or principal data with, if any, will abide by data protection and security requirements;
- c. the duration of the contract, including the contract's expiration date and a description of what will happen to the student data or teacher or principal data upon expiration of the contract or other written agreement (e.g., if, when and in what format it will be returned to the educational agency, and/or whether, when and how the data will be destroyed);

- d. if and how a parent, student, eligible student, teacher or principal may challenge the accuracy of the student data or teacher or principal data that is collected;
- e. where the student data or teacher or principal data will be stored (described in such a manner as to protect data security);
- f. the security protections and encryption used taken to ensure such data will be protected, as provided in Education Law §2-d 5(f)(5).

In addition, the Chief Privacy Officer, with input from parents and other education and expert stakeholders, is required to develop additional elements of the Parents' Bill of Rights to be prescribed in the Regulations of the Commissioner. Accordingly, this Bill of Rights will be revised from time to time in accordance with further guidance received from the Chief Privacy Officer, the Commissioner of Education and NYSED.

## **Attachment B**

### **Supplemental Information for Third-Party Contracts**

#### **STUDENT PRIVACY**

The Rochester City School District (“RCSD”) is an educational agency within the meaning of Section 2-d of the New York State Education Law ("Section 2-d”), and “Consultant” is a third party contractor within the meaning of Section 2-d. Pursuant to the Agreement for Professional Services, Consultant receives access to student data, which is regulated by Section 2-d, from RCSD.

As used in this Attachment, the term "student data" means personally identifiable information from student records that Consultant receives from RCSD.

The provisions of this Attachment are intended to comply with Section 2-d in all respects.

#### Education Law Section 2-d (5) (d)

Consultant agrees that the confidentiality of student data shall be maintained in accordance with state and federal laws and the educational agency’s policies on data security and privacy that protect the confidentiality of personally identifiable information.

#### Education Law Section 2-d (5) (e)

Consultant agrees that any of its officers or employees, and any officers or employees of any its assignees, who have access to personally identifiable information will receive training on the federal and state law governing confidentiality of such data prior to receiving access to that data.

#### Education Law Section 2-d (3) (b) (1) and (c) (1)

The exclusive purpose for which Consultant is being provided access to personally identifiable information is to enable RCSD to make use of the Services defined within the underlying Agreement for Professional Services. Student data received by Consultant, or by any of its assignees, from RCSD shall not be sold or used for marketing purposes.

#### Education Law Section 2-d (3) (c) (2)

Consultant shall insure that to the extent that it comes into possession of personally identifiable information, it will only share that personally identifiable information with additional third parties if those third parties are contractually bound to adhere to the data protection and security requirements set forth in this agreement.

#### Education Law Section 2-d (3) (c) (3)

Upon expiration of this agreement without a successor agreement in place, Consultant shall assist RCSD in exporting all student data previously received from RCSD, and, at the request of RCSD, Consultant shall thereafter securely delete any copy of the data remaining in its possession. If data is to be maintained by Consultant for federal and/or state reporting, such data shall remain in an encrypted format and stored in a secure facility.

#### Education Law Section 2-d (3) (c) (4)

Parents have the right to file complaints with the District about possible privacy breaches of student data by the District's third party contractors or their employees, officers, or assignees, or with NYSED. More information about where to address those complaints will be provided at a later date. You may the District Communications Director, with any such complaints at [studentprivacy@rcsdk12.org](mailto:studentprivacy@rcsdk12.org) or by mailing 131

West Broad Street, Rochester, NY 14614, (585) 262-8363. Complaints to NYSED should be directed in writing to the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany NY 12234, email to CPO@mail.nysed.gov. The complaint process is under development and will be established through regulations to be proposed by NYSED's Chief Privacy Officer, who has not yet been appointed.

Education Law Section 2-d (3) (c) (5) and (5) (e) and (5) (f) (4) and (5) (f) (5)

Student data transferred to Consultant by RCSD will be stored in electronic format on systems maintained by Consultant in a secure data center facility in the United States. The measures that Consultant will take to protect the privacy and security of student data while it is stored in that manner are associated with industry best practices including, but not necessarily limited to disk encryption, file encryption, firewalls, and password protection.

Education Law Section 2-d (5) (f) and (6)

Consultant acknowledges that it has the following obligations with respect to any student data received from RCSD, and any failure to fulfill these statutory obligations shall be a breach of the underlying Agreement for Professional Services:

1. limit internal access to education records to those individuals that are determined to have legitimate educational reasons within the meaning of Section 2-d and FERPA including technical support;
2. not use education records for any purpose other than those explicitly authorized in this Agreement;
3. not disclose any personally identifiable information to any other party who is not an authorized representative of Consultant using the information to carry out Consultant's obligations under this Agreement, unless (1) that other party has the prior written consent of the parent or eligible student, or (ii) the disclosure is required by statute or court order, and notice of the disclosure is provided to the source of the information no later than the time of disclosure, unless such notice is expressly prohibited by the statute or court order;
4. maintain reasonable administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of personally identifiable information in its custody;
5. use encryption technology to protect data while in motion or in its custody from unauthorized disclosure using a technology or methodology specified by the secretary of the United States department of health and human services in guidance issued under Section 13402(H)(2) of Public Law 111-5, the NYSED; and that align with the NIST Cybersecurity Framework;
6. notify the educational agency from which student data is received of any breach of security resulting in an unauthorized release of student data by Consultant or its assignees in violation of state or federal law, the parents bill of rights for student data and security, the data privacy and security policies of the educational agency, and/or of contractual obligations relating to data privacy and security in the most expedient way possible and without unreasonable delay but no more than seven calendar days after such discovery of such breach. In addition:

- Third-party contractors must cooperate with educational agencies and law enforcement to protect the integrity of investigations into the breach or unauthorized release of personally identifiable information.
  - Where a breach or unauthorized release is attributed to a third-party contractor, the third-party contractor shall pay for or promptly reimburse the educational agency for the full cost of such notification.
7. Provide a data security and privacy plan outlining how all state, federal and local data security and privacy contract requirements will be implemented over the life of the contract as well as:
- A provision incorporating the requirements of the Parents’ Bill of Rights for data security and privacy, to the extent that any of the provisions in the Bill of Rights applies to Vendor’s possession and use of Protected Data pursuant to this Agreement.
  - An outline of how all state, federal, and local data security and privacy contract requirements will be implemented over the life of the contract, consistent with the Consultant’s policy on data security and privacy.
  - An outline of the measures taken by Consultant to secure Protected Data and to limit access to such data to authorized staff.
  - An outline of how Consultant will use “best practices” and industry standards with respect to data storage, privacy and protection, including, but not limited to encryption, firewalls, passwords, protection of off-site records, and limitations of access to stored data to authorized staff.
  - An outline of how Consultant will ensure that any subcontractors, persons or entities with which Consultant will share Protected Data, if any, will abide by the requirements of Consultant’s policy on data security and privacy, and the contractual obligations with respect to Protected Data set forth herein.
8. Provide a signed copy of this Bill of Rights to the education agency thereby acknowledging that they are aware of and agree to abide by this Bill of Rights

It is understood that a Contract Addendum may be necessary to ensure compliance with Section 2-d, after certain regulations have been promulgated by the New York State Education Department, and the parties agree to take such additional steps as may be necessary at that time.

Consultant hereby acknowledges that it is aware of and agrees to abide by the terms of this Bill of Rights. A copy of this signed document must be made a part of Vendor’s data security and privacy plan.

Consultant and Entity Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_