

North Syracuse Central School District

Data Security and Privacy Contract

and

Parents' Bill of Rights

Pursuant to Section 2-d of the Education Law, agreements entered into between the District and a third-party contractor which require the disclosure of student data and/or teacher or principal data that contains personally identifiable information ("PII") to the contractor, must include a data security and privacy plan and must ensure that all contracts with third-party contractors incorporate the District's Parents' Bill of Rights for Data Security and Privacy.

As such, _____ ("the Contractor") agrees that the following terms shall be incorporated into the contract for services ("the Contract") and it shall adhere to the following:

1. The Contractor's storage, use and transmission of student and teacher/principal PII shall be consistent with the District's Data Security and Privacy Policy available here:

[https://go.boarddocs.com/ny/nscsdny/Board.nsf/files/C4AJ9R4C1CCB/\\$file/4202.3%20-%202021%20Data%20Protection%20Policy.pdf](https://go.boarddocs.com/ny/nscsdny/Board.nsf/files/C4AJ9R4C1CCB/$file/4202.3%20-%202021%20Data%20Protection%20Policy.pdf)

2. Contractor shall not sell personally identifiable information nor use or disclose it for any marketing or commercial purpose or permit another party to do so.
3. The exclusive purposes for which the student data or teacher or principal data will be used under the contract are set forth in Paragraph ____ of the Vendor Privacy Policy/Contract only for the term of the Contract as set forth in Paragraph ____ or as summarize below.
4. The Contract shall maintain the following administrative, operational and technical safeguards and practices in place to protect PII, which shall align with the NIST Cybersecurity Framework, including:
 - a. PII data will be protected using encryption while in motion and at rest. Please describe:
 - b. PII will be stored in a manner as to protect its security and to mitigate any potential security risks. Specifically, all student data and/or teacher or principal data will be stored as follows:

The security of this data will be ensured by:

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- c. Physical access to PII by individuals or entities described in paragraph 3 above shall be controlled as follows:

5. The Contractor shall ensure that no PII is disclosed to employees, subcontractors, or other persons or entities unless they have a legitimate educational interest and only for purposes necessary to provide services under the Contract.
 - a. By initialing here _____, the Contractor represents that it will not utilize any subcontractors or outside entities to provide services under the Contract and shall not disclose any PII other than as required pursuant to paragraph 6 below.
 - b. If subcontractors are used, describe how the Contractor will manage data privacy and security:

6. Contractor shall ensure that all employees, subcontractors, or other persons or entities who have access to PII will abide by all applicable data protection and security requirements, including, but not limited to those outlined in applicable laws and regulations (e.g., FERPA, Education Law Section 2-d). Contractor shall provide training to any employees, subcontractors, or other persons or entities to whom it discloses PII as follows:

7. Contractor shall not disclose PII to any other party other than those set forth in paragraph 4 above without prior written parental consent or unless required by law or court order. If disclosure of PII is required by law or court order, the Contractor shall notify the New York State Education Department and the District no later than the time the PII is disclosed unless such notice is expressly prohibited by law or the court order.

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8. Upon expiration of the contract, the PII will be returned to the District and/or destroyed. Describe below the transfer and/or destruction information (i.e., whether, when and in what format the data will be returned to the District, and/or whether, when and how the data will be destroyed).

9. The parent, student, eligible student, teacher, or principal may challenge the accuracy of the student data or teacher or principal data collected in accordance with the procedures set forth in the FERPA regulations at 99 C.F.R. Part 34, Subpart C, §§99.20-99.22.

10. The Contractor shall take the following steps to identify breaches or unauthorized releases of PII and to notify the District upon learning of an unauthorized release of PII. Minimum requirements are noted below in 10a, 10b and 10c.
 - a. Provide prompt notification to the District no later than seven (7) calendar days from date of discovery of a breach or unauthorized release of PII. Contractor shall provide notification to the District's data privacy officer by phone and by email.
 - b. Contractor shall cooperate with the District and law enforcement to protect the integrity of the investigation of any breach or unauthorized release of PII.
 - c. Where a breach or unauthorized release is attributed to the Contractor, the Contractor shall pay for or promptly reimburse the District for the full cost of such notification.

11. 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 parents 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.

12. 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. 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 District shall publish this contract on its website. If additional text is required, please attach addendum to contract.

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AGREED TO BY:

ORGANIZATION: _____

CONTRACTOR'S SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

DISTRICT: North Syracuse Central School District

ADMINISTRATOR'S SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

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Education Law § 2-D

Bill of Rights for Data Privacy and Security

Parents (includes legal guardians or persons in parental relationships) and Eligible Students (students 18 years and older) can expect the following:

- 1.** A student's personally identifiable information (PII) cannot be sold or released for any commercial purpose. PII, as defined by Education Law § 2-d and FERPA, includes direct identifiers such as a student's name or identification number, parent's name, or address; and indirect identifiers such as a student's date of birth, which when linked to or combined with other information can be used to distinguish or trace a student's identity. Please see FERPA's regulations at 34 CFR 99.3 for a more complete definition.
- 2.** The right to inspect and review the complete contents of the student's education record stored or maintained by an educational agency. This right may not apply to parents of an Eligible Student.
- 3.** State and federal laws such as Education Law § 2-d; the Commissioner of Education's Regulations at 8 NYCRR Part 121, the Family Educational Rights and Privacy Act ("FERPA") at 12 U.S.C. 1232g (34 CFR Part 99); Children's Online Privacy Protection Act ("COPPA") at 15 U.S.C. 6501-6502 (16 CFR Part 312); Protection of Pupil Rights Amendment ("PPRA") at 20 U.S.C. 1232h (34 CFR Part 98); the Individuals with Disabilities Education Act ("IDEA") at 20 U.S.C. 1400 et seq. (34 CFR Part 300); protect the confidentiality of a student's identifiable information.
- 4.** Safeguards associated with industry standards and best practices including but not limited to encryption, firewalls and password protection must be in place when student PII is stored or transferred.
- 5.** A complete list of all student data elements collected by NYSED is available at www.nysed.gov/data-privacy-security, and by writing to: Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, NY 12234.
- 6.** The right to have complaints about possible breaches and unauthorized disclosures of PII addressed. Complaints may be submitted North Syracuse Central School District, Jason Clark by mail to 5355 West Taft Road, North Syracuse, NY 13212 or email to jclark@nscsd.org or to NYSED at www.nysed.gov/data-privacy-security; by mail to: Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, NY 12234; by email to privacy@nysed.gov; or by telephone at 518-474- 0937.
- 7.** To be notified in accordance with applicable laws and regulations if a breach or unauthorized release of PII occurs.
- 8.** Educational agency workers that handle PII will receive training on applicable state and federal laws, policies, and safeguards associated with industry standards and best practices that protect PII.
- 9.** Educational agency contracts with vendors that receive PII will address statutory and regulatory data privacy and security requirements.