

Privacy Bill of Rights for Parents and Students

Note: The State of New York has not yet appointed a Chief Privacy Officer nor has it provided regulations regarding the implementation of the privacy law. Once the Chief Privacy Officer has been appointed and regulations promulgated, this Bill of Rights will be updated and the Appendix populated with data.

1. New York State Education Law Section 2-d ("Section 2-d") and the Family Educational Rights and Privacy Act ("FERPA") protect the confidentiality of personally identifiable information. Section 2-d and FERPA assures the confidentiality of records with respect to "third parties," and provides parents with the right to consent to disclosures of personally identifiable information contained in their child's education records. Exceptions to this include school employees, as determined by the Superintendent of Schools, officials and certain State and Federal officials who have a legitimate educational need to access such records. In addition, the District will, upon request of parents, or adult students, or if otherwise required by law, disclose student records to officials of another school district in which a student seeks to enroll.
2. A student's personally identifiable information cannot be sold or released for any commercial purposes;
3. Parents have the right to inspect and review the complete contents of their child's education record on an annual basis;
4. Safeguards associated with industry standards and best practice under state and federal laws protecting the confidentiality of personally identifiable information, including but not limited to, encryption, firewalls, and password protection, must be in place when data is stored or transferred;
5. A complete list of all student data elements collected by the State is available for public review at (<http://www.p12.nysed.gov/irs/vendors/templates.html>) or by writing to:

Information & Reporting Services
Room 863 EBA
89 Washington Avenue
Albany, NY 12234
6. Parents have the right to submit complaints about possible breaches (e.g., unauthorized access to student data) of student data or teacher or principal APPR

data. Any such complaint must be submitted, in writing, to the building Principal of the appropriate school.

7. The District has entered into contracts with certain third party contractors who have been sent student data and/or teacher data and/or principal data or may have access to student, and/or teacher, and/or principal data by virtue of their contract. Information about such contractors is attached as APPENDIX A. As the law is implemented, complete information (such as listed below) will be available:
 - a) The names of the third party contractors, the exclusive purpose(s) for which the data will be used;
 - b) The commencement and termination dates of each such agreement;
 - c) A description of how the data will be disposed by the contractor when the contract purpose has been fulfilled;
 - d) The data storage and security measures undertaken.

8. Agreements with third party contractors will ensure that the subcontractors, persons or entities that the third party contractor shares data with will abide by data protection and security requirements.

9. A parent, student, eligible student, teacher or principal may challenge the accuracy of the student data or teacher or principal data that is collected by filing a written request with the Principal of the appropriate school.

Appendix A

Supplemental Information for Third-Party Contracts

The XXXX Central School District provides certain student, principal or teacher data to the following Third-Party Contractors, as defined in Education Law Section 2-d:

- (1) _____ [Insert contractor's name]
 - a. _____ [Insert the exclusive purposes for which the student, principal or teacher data will be used];
 - b. _____ [Insert how the third-party contractor will ensure that the subcontractors, persons or entities that the third party contractor will share the student, principal or teacher data with, if any, will abide by data protection and security requirements];
 - c. This agreement expires on [insert date agreement expires]. After the expiration of this agreement, the student data [insert what happens to the student, principal or teacher data after the expiration of the agreement];
 - d. _____ [Insert if and how a parent, eligible student, teacher or principal may challenge the accuracy of the student, principal or teacher data that is collected]; and
 - e. _____ [Insert where the student, principal or teacher data will be stored (described in such a manner as to protect data security), and the security protections taken to ensure such data will be protected, including whether such data will be encrypted].