

## Parents' Bill of Rights for Data Privacy and Security

In accordance with New York State Education Law Section 2-d, the Nyack Union Free School District (the "District") hereby sets forth the following Parents' Bill of Rights for Data Privacy and Security, which is applicable to all students and their parents and legal guardians.

- (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, 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) Personally identifiable information includes, but is not limited to:
  - i. The student's name;
  - ii. The name of the student's parent or other family members;
  - iii. The address of the student or student's family;
  - iv. A personal identifier, such as the student's social security number, student number, or biometric record;
  - v. Other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name;

- vi. Other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or
  - vii. Information requested by a person who the District reasonably believes knows the identity of the student to whom the education record relates.
- (4) In accordance with FERPA, Section 2-d and Nyack Public Schools Policy 5500 Student Records, parents have the right to inspect and review the complete contents of their child's education record;
- (5) The District has the following safeguards in place a Cisco ASA firewall, Intrusion Detection System, AES (Advanced Encryption Standard 256) bit for VPN encryption, SHA (Secure Hashing Algorithm) for VPN message integrity and file and folder security settings to restrict access and passwords protocol, to protect student data, including personally identifiable information stored or transferred by the District.
- (6) New York State, through the New York State Education Department, collects a number of student data elements for authorized uses. A complete list of all student data elements collected by the State is available for public review, at [NYS SED Data Dictionary.pdf](#).
- (7) Parents have the right to submit complaints about possible breaches of student data or teacher or principal APPR data. Any such complaint must be submitted, in writing, to: Nyack Public Schools, Attn: Chief Privacy Officer, 13A Dickinson Ave, Nyack, NY 10960.

## Supplemental Information for Third-Party Contracts

The Nyack Union Free School District (the “District”) provides certain student, principal or teacher data to the following Third-Party Contractors, as such data and contractors are defined in Education Law Section 2-d:

### (1) Pearson Education - PowerSchool

- a. Student Management system that keeps record of student demographic information, attendance, grades, health/immunizations, schedules and contact information.
- b. Pearson will not share any student information or data obtained pursuant to its contract with the District to subcontractors, research institutions, persons or entities that are not directly an employee or department/office within Pearson’s organization or the District, absent consent from the District, the applicable parent and/or eligible student unless required to do so to comply with legal process and/or a Court Order.
- c. Absent renewal, this agreement expires on the 30<sup>th</sup> day of June each year. After the expiration of this agreement, the student data will be stored on the District premises and is in sole ownership of the Nyack School District.
- d. If a parent, student, principal, or teaching staff member would like to challenge the accuracy of data that has been collected they should submit a letter to the following address:  

Nyack Public Schools  
Attn: Chief Privacy Officer  
13A Dickinson Ave  
Nyack, NY 10960
- e. During the term of and after this agreement expires, the student data is kept on the District property and is protected by a Cisco firewall and an Intrusion Detection System.

### (2) STAR Renaissance

- a. Student assessment tool that helps educators build individualized instruction to accelerate learning for all students. Grades K-8.
- b. STAR Renaissance will not share any student information or data obtained pursuant to its contract with the District to subcontractors, research institutions, persons or entities that are not directly an employee or

department/office within STAR Renaissance's organization or the District, absent consent from the District, the applicable parent and/or eligible student unless required to do so to comply with legal process and/or a Court Order.

- c. Absent renewal, this agreement expires on 30<sup>th</sup> day of June each year. After the expiration of this agreement, the student information becomes the sole ownership of the District.
- d. If a parent, student, principal, or teaching staff member would like to challenge the accuracy of data that has been collected they should submit a letter to the following address:

Nyack Public Schools  
Attn: Chief Privacy Officer  
13A Dickinson Ave  
Nyack, NY 10960
- e. During the term of and after this agreement expires, the student data is kept at the Southern Westchester BOCES property and is protected by a Cisco firewall and an Intrusion Detection System.

### **(3) Pearson Education – SuccessMaker**

- a. Provides students grades K-5 with a digitally driven reading and math learning experience that focuses on the needs of each individual student for differentiated instruction.
- b. Pearson will not share any student information or data obtained pursuant to its contract with the District to subcontractors, research institutions, persons or entities that are not directly an employee or department/office within Pearson's organization or the District, absent consent from the District, the applicable parent and/or eligible student unless required to do so to comply with legal process and/or a Court Order.
- c. Absent renewal, this agreement expires on the 30<sup>th</sup> day of June each year. After the expiration of this agreement, the student data will be stored on the District premises and is in sole ownership of the District.
- d. If a parent, student, principal, or teaching staff member would like to challenge the accuracy of data that has been collected they should submit a letter to the following address:

Nyack Public Schools  
Attn: Chief Privacy Officer  
13A Dickinson Ave  
Nyack, NY 10960

- e. During the term of and after this agreement expires, the student data is kept at the Southern Westchester BOCES property and is protected by a Cisco firewall and an Intrusion Detection System.

**(4) Pearson Education – SchoolNet**

- a. Student data-driven educational software which aligns student assessment, curriculum and instruction; guides collaborative, data-informed discussion; and enables targeted instruction for every student, K-12.
- b. Pearson will not share any student information or data obtained pursuant to its contract with the District to subcontractors, research institutions, persons or entities that are not directly an employee or department/office within Pearson’s organization or the District, absent consent from the District, the applicable parent and/or eligible student unless required to do so to comply with legal process and/or a Court Order.
- c. Absent renewal, this agreement expires on the 30<sup>th</sup> day of June each year. After the expiration of this agreement, the student data will be stored on the District premises and is in sole ownership of the District.
- d. If a parent, student, principal, or teaching staff member would like to challenge the accuracy of data that has been collected they should submit a letter to the following address:
  - Nyack Public Schools
  - Attn: Chief Privacy Officer
  - 13A Dickinson Ave
  - Nyack, NY 10960
- e. During the term of and after this agreement expires, the student data is kept on the District property and is protected by a Cisco firewall and an Intrusion Detection System.

**(5) Pearson Education – Waterford**

- a. Waterford provides Kindergarten students with a rich multimedia environment with songs, stories, biographies, artwork and games from around the world.
- b. Pearson will not share any student information or data obtained pursuant to its contract with the District to subcontractors, research institutions, persons or entities that are not directly an employee or department/office within Pearson’s organization or the District, absent consent from the District, the

applicable parent and/or eligible student unless required to do so to comply with legal process and/or a Court Order.

- c. Absent renewal, this agreement expires on the 30<sup>th</sup> day of June each year. After the expiration of this agreement, the student data will be stored on the District premises and is in sole ownership of the District.
- d. If a parent, student, principal, or teaching staff member would like to challenge the accuracy of data that has been collected they should submit a letter to the following address:

Nyack Public Schools  
Attn: Chief Privacy Officer  
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Nyack, NY 10960
- e. During the term of and after this agreement expires, the student data is kept on the District property and is protected by a Cisco firewall and an Intrusion Detection System.

## **(6) Castle Learning**

- a. Instructional support through online review and assessment for Social Studies, Math, English and Foreign Languages, grades 3 -12.
- b. The personally identifiable information supplied to Castle by the District will not be given, sold, rented, loaned, or otherwise disclosed to any third parties outside of Castle or the District, except when Castle has the District's permission or under extraordinary circumstances, such as when Castle believes in good faith that disclosure is reasonably necessary to (i) comply with legal process, (ii) enforce the Terms of Use of its Agreement with the District, (iii) respond to claims that any content on the Castle web sites violates the rights of third parties, or (iv) protect the rights, property, or personal safety of Castle, its customers, or the public.
- c. Absent renewal, this agreement expires on the 3<sup>0th</sup> day of June each year. After the expiration of this agreement, the student data will be removed from the Castle Learning system.
- d. If a parent, student, principal, or teaching staff member would like to challenge the accuracy of data that has been collected they should submit a letter to the following address:

Nyack Public Schools  
Attn: Chief Privacy Officer

13A Dickinson Ave  
Nyack, NY 10960

- e. All personally identifiable information is stored by Castle on servers at a location designed specifically to ensure that no unauthorized individuals have access to the server or its data at a co-location facility owned and managed by InetU, Inc., located at 744 Roble Road Suite 70, Allentown, PA 18109.

**(7) Achieve 3000**

- a. Differentiated online instruction to improve students' reading and writing levels and help to increase their literacy proficiency to reach the 1300 lexile level.
- b. Achieve3000 complies with applicable provisions of the Children's Online Privacy Protection Act (COPPA), which regulates how the operators of commercial websites directed to children may collect, use and disclose individually identifiable personal information concerning children.
- c. Absent renewal, this agreement expires on the 3<sup>0th</sup> day of June each year. After the expiration of this agreement, the student data will be removed from the Achieve 3000 system.
- d. If a parent, student, principal, or teaching staff member would like to challenge the accuracy of data that has been collected they should submit a letter to the following address:

Nyack Public Schools  
Attn: Chief Privacy Officer  
13A Dickinson Ave  
Nyack, NY 10960

- e. Achieve3000 ensures that all information that it receives is secure against unauthorized access by maintaining it on a secure system that is isolated from direct connection to the Internet. The servers are housed on the main property of Achieve 3000.

**(8) Naviance**

- a. Naviance is a college readiness platform that helps connect academic achievement to post-secondary goals

- b. Naviance has security measures in place to help protect against the loss, misuse and alteration of the data under Naviance's control. When Naviance's platform is accessed using a supported web browser, Secure Socket Layer (SSL) technology protects information using both server authentication and data encryption to help ensure that data is safe, secure and available only to authorized users.
- c. Absent renewal, this agreement expires on the 30<sup>th</sup> day of June each year. After the expiration of this agreement, the student data will be removed from the Naviance system.
- d. If a parent, student, principal, or teaching staff member would like to challenge the accuracy of data that has been collected they should submit a letter to the following address:

Nyack Public Schools  
Attn: Chief Privacy Officer  
13A Dickinson Ave  
Nyack, NY 10960
- e. Naviance implements an advanced security method based on dynamic data and encoded session identifications, and hosts its college readiness platform in a secure server environment that uses a firewall and other advanced technology in an effort to prevent interference or access from outside intruders. The Naviance college readiness platform requires unique account identifiers, user names and passwords that must be entered each time a client or user signs on. These safeguards help to prevent unauthorized access, maintain data accuracy and ensure the appropriate use of data.

**(9) READ180/Fastt Math**

- a. A reading intervention system that builds fluency using adaptive software for assessment and instruction and print and multi-media materials
- b. Scholastic has policies and procedures in place and takes reasonable measures to protect the confidentiality, security and integrity of Personal Information collected on its site (like SSL encryption for transmissions of payment card information).
- c. Absent renewal, this agreement expires on the 30<sup>th</sup> day of June each year. After the expiration of this agreement, the student data will be stored on the District premises and is in sole ownership of the District.



- d. If a parent, student, principal, or teaching staff member would like to challenge the accuracy of data that has been collected they should submit a letter to the following address:

Nyack Public Schools  
Attn: Chief Privacy Officer  
13A Dickinson Ave  
Nyack, NY 10960

- e. During the term of and after this agreement expires, student\_data is kept on the District property and is protected by a Cisco firewall and an Intrusion Detection System.

**(10) IEP Direct**

- a. IEP Direct is a state-specific solution for managing Special Education programs and IEP's.
- b. IEP Direct agrees to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of IEP Direct or the District who have been authorized by the District to have access. IEP Direct has agreed in writing to advise and require its employees, agents, and subcontractors to keep all personally identifiable student information and data confidential and shall be responsible to the District for any breach of this obligation by its employees, agents, and subcontractors.
- c. Absent renewal, this agreement expires on the 30<sup>th</sup> day of June each year. After the expiration of this agreement, the student data will be removed from the IEP Direct system.
- d. If a parent, student, principal, or teaching staff member would like to challenge the accuracy of data that has been collected they should submit a letter to the following address:

Nyack Public Schools  
Attn: Chief Privacy Officer  
13A Dickinson Ave  
Nyack, NY 10960

- e. During the term of this agreement, student data is kept at the Southern Westchester BOCES property and is protected by a Cisco firewall and an Intrusion Detection System.

## (11) InfoSnap

- a. InfoSnap is an online student registration management tool.
- b. InfoSnap will distribute the District's data only as the District directs or to assist the District in completing a transaction (e.g., to assist the District in password retrieval). InfoSnap will not otherwise in any manner transmit the information that the District trusts to it to any third parties without the District's authorization, unless InfoSnap has to disclose the District's data to comply with legal requirements or in exigent circumstances to protect the personal safety of an InfoSnap subscriber. InfoSnap will not sell or rent the District's information to anyone, or let anyone use it except if the District has authorized its use.

Only those InfoSnap employees and consultants who need the District's information to perform their job responsibilities are authorized to have access to the District's information stored in the InfoSnap database. InfoSnap employees and consultants are required to agree to protect all confidential InfoSnap data and to comply with InfoSnap privacy and security policies. InfoSnap employs multiple levels of security to protect the District's information from unauthorized third parties.

- c. Absent renewal, this agreement expires on the 30<sup>th</sup> day of June each year. After the expiration of this agreement, the student data will be removed from the InfoSnap system.
- d. If a parent, student, principal, or teaching staff member would like to challenge the accuracy of data that has been collected they should submit a letter to the following address:

Nyack Public Schools  
Attn: Chief Privacy Officer  
13A Dickinson Ave  
Nyack, NY 10960

- e. InfoSnap servers are under its control and located in an off-site managed hosting facility. The site is physically secure and free from unacceptable environmental risk. Servers that store the District's information are not directly connected to the Internet. They sit behind a commercial grade firewall that is designed to protect the District's information from unauthorized users. Proper User IDs and Passwords are required to access the District's stored information.

InfoSnap also protects the District's information when it is received by and sent from InfoSnap using a 128 bit and a "secure socket layer" (SSL). InfoSnap employs authentication methods designed to establish that only the owner of the data is granted access to it and has the ability to change and transmit it. InfoSnap monitors its network and systems for signs of unauthorized access.

## **(12) Transfinder**

- a. Transfinder is a school bus routing software application used for student transportation.
- b. Transfinder will not sell, rent, or intentionally disclose personal information that the District provides to it ~~us~~, unless: (a) Transfinder is required to do so by law, regulation, warrant, subpoena or court order, (b) Transfinder is required in urgent circumstances to protect the personal safety of Transfinder employees, users of Transfinder products or services, or members of the public, or to enforce the Terms of Use of its Agreement with the District; or (c) such disclosure is part of a sale of all (or substantially all) of the assets of Transfinder.
- c. Absent renewal, this agreement expires on the 30<sup>th</sup> day of June each year. After the expiration of this agreement, the student data will be stored on the District premises and is in sole ownership of the District.
- d. If a parent, student, principal, or teaching staff member would like to challenge the accuracy of data that has been collected they should submit a letter to the following address:  

Nyack Public Schools  
Attn: Chief Privacy Officer  
13A Dickinson Ave  
Nyack, NY 10960
- e. During the term of and after this agreement expires, student data is kept on the District property and is protected by a Cisco firewall and an Intrusion Detection System.

### **(13) My Learning Plan**

- a. My Learning Plan is a web-based educator evaluation and professional learning data management solution.
- b. The My Learning Plan website has security measures in place to protect the loss, misuse and alteration of the information under its control. My Learning Plan limits access to personal information to members of its staff who it believes reasonably need to come into contact with that information to provide products or services to the District or in order to do their jobs. My Learning Plan will not rent, sell, or share personal information about the District employees with other people or nonaffiliated companies.
- c. Absent renewal, this agreement expires on the 30<sup>th</sup> day of June each year. After the expiration of this agreement, the student data will be removed from the My Learning Plan system.
- d. If a parent, student, principal, or teaching staff member would like to challenge the accuracy of data that has been collected they should submit a letter to the following address:

Nyack Public Schools  
Attn: Chief Privacy Officer  
13A Dickinson Ave  
Nyack, NY 10960
- e. Access to MyLearningPlan.com account information is password-protected so that only authorized users have access to personal information. During the term of this agreement, student data is kept at the Southern Westchester BOCES property and is protected by a Cisco firewall and an Intrusion Detection System.

### **(14) Connect Ed**

- a. The Connect Ed system provides mass notifications to students and staff.
- b. The personal information the District supplies to Blackboard will not be given, sold, rented, loaned, or otherwise disclosed to any third parties outside of Blackboard and its agents, except when Blackboard has the District's permission or under extraordinary circumstances, such as when Blackboard believes in good faith that disclosure is reasonably necessary to (i) comply with legal process, (ii) enforce the Terms of Use of its Agreement with the District,

- (iii) respond to claims that any content provided by using Blackboard's services violates the rights of third parties, or (iv) protect the rights, property, or personal safety of Blackboard, its users, or the public.
- c. Absent renewal, this agreement expires on the 30<sup>th</sup> day of June each year. After the expiration of this agreement, the student data will be removed from the Connect Ed system.
- d. If a parent, student, principal, or teaching staff member would like to challenge the accuracy of data that has been collected they should submit a letter to the following address:
  - Nyack Public Schools
  - Attn: Chief Privacy Officer
  - 13A Dickinson Ave
  - Nyack, NY 10960
- e. All of the District's personal information is stored on servers at a location designed specifically to ensure that no unauthorized individuals have access to the server or its data. Servers are stored in a secure location on Connect Ed's campus.

#### **(15) eChalk**

- a. School, district and teacher web sites for communication and collaboration. Teachers and staff members use eChalk for e-mail, create class pages which can host a calendar of events (e.g.: homework), announcements and class resources from web sites to worksheets.
- b. The information obtained by eChalk from the District will not be given, sold, rented, loaned, disclosed to or shared with any third party except when consent has been provided or when it may be necessary for eChalk to comply with applicable law. Currently, eChalk does not use third parties to provide its services. If eChalk undertakes to do so, at all times, such third parties will be required to maintain the confidentiality of the information with which they may come in contact and will be prohibited from using the information for any purpose other than the purpose which is described above in subparagraph a.
- c. Absent renewal, this agreement expires on the 30<sup>th</sup> day of June each year. After the expiration of this agreement, the student data will be removed from the eChalk system.
- d. If a parent, student, principal, or teaching staff member would like to challenge the accuracy of data that has been collected they should submit a letter to the following address:

Nyack Public Schools  
Attn: Chief Privacy Officer  
13A Dickinson Ave  
Nyack, NY 10960

- e. Each individual user account has a discrete user name to protect the identity of the user and all access is password-protected to prevent unauthorized access. In this way, only authorized members of the District are allowed to access or view any user information submitted as part of the eChalk system. eChalk employs individual password-protected accounts and Secure Socket Layer (SSL) encryption technology to ensure the privacy of any of the District's information.

eChalk's servers are housed in a data center with 24-hour, 365-day/year access and staffed to provide effective protection of all data as well as for maximum uptime and system protection. eChalk reviews its technology safeguards and measures on a periodic basis and strives to use industry-leading encryption technology to ensure the privacy of any user's online information. During the term of this agreement, student data is kept at the Southern Westchester BOCES property and is protected by a Cisco firewall and an Intrusion Detection System.