

## Compliance with NYS Education Law Section 2

RE: Unauthorized Release of Personally Identifiable Information Parents' Bill of Rights

Elmira Heights Central School District is an educational agency within the meaning of Section 2-d of the NYS Education Law. As defined in said law, the following specifications shall apply to any vendor who is a "third party contractor" who receives "personally identifiable information" regarding student, teacher or principal data

**When Elmira Heights Central School District enters into contracts with an outside contractor who receives confidential student data, vendors must acknowledge that they understand and will comply with the provisions of NYS Education Law Section 2-d in all respects including but not limited to the following:**

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

Third party contractor agrees that the confidentiality of student, teacher and principal 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)

Third Party Contractor agrees that any of its officers or employees, and any officers or employees of any assignee of Third Party Contractor, 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)(I) and (c)(I)

The exclusive purpose for which Third Party Contractor is being provided access to personally identifiable information is to enable Elmira Heights Central School District to make use of the services provided by Third Party Contractor, or by any assignee of Third Party Contractor, from Elmira Heights Central School District and shall not be sold or used for marketing purposes.

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

Third Party Contractor shall ensure 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 specification.

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

Upon expiration of an agreement with Elmira Heights Central School District the Third Party Contractor shall assist Elmira Heights Central School District in exporting all personally identifiable information pertaining to students, teachers and principals previously received from Elmira Heights Central School District, and the Third Party Contractor at the request of the Elmira Heights Central School District shall thereafter securely delete any copy of the data remaining in Third Party Contractor's possession or

control. If data is to be maintained by a Third Party Contractor for federal and/or state reporting, such data shall remain in an encrypted format and stored in a secure facility located within the United States of America.

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

In the event that a parent, student, or eligible student or teacher or principal wishes to challenge the accuracy of student or teacher or principal data concerning that student or eligible student or teacher or principal that challenge shall be processed through the procedures provided Elmira Heights Central School District or by the student's district of enrollment under the Family Educational Rights and Privacy Act (FERPA).

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

Student or teacher or principal data transferred to Third Party Contractor by Elmira Heights Central School District will be stored in electronic format on systems maintained by a Third Party Contractor in a secure data center facility, or a data facility maintained by a board of cooperative educational services, in the United States of America. The measures that Third Party Contractor will take to protect the privacy and security of student or teacher or principal 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)

Third Party Contractor acknowledges that it has the following obligations in respect to any student or teacher or principal data received from Elmira Heights Central School District and any failure to fulfill one of these statutory obligations shall be a breach of the agreement with Elmira Heights Central School District:

- limit internal access to education records to those individuals that are determined to have legitimate educational interests within the meaning of Section 2-d and FERPA including technical support;
- not use education records for any purpose other than those explicitly authorized in this Agreement;
- not disclose any personally identifiable information to any other party who is not an authorized representative of the Third Party Contractor using the information to carry out Third Party Contractor's obligations under this Agreement, unless (1) that other party has the prior written consent of the parent or eligible student or teacher or principal, 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;
- maintain reasonable administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of personally identifiable student information in its custody;
- 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 US. Department of HHS in guidance issued under P.L. 111-5, Section 13402(H)(2);

- notify the educational agency from which student or teacher or principal data is received of any breach of security resulting in an unauthorized release of student or teacher or principal data by the Third Party Contractor 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.

#### Education Law Section 2-d(6)(c)

In the case of notification to a parent, eligible student, or teacher or principal under Education Law Section 2-d(6)(b) due to the unauthorized release of student or teacher or principal data by the Third Party Contractor or its assignee, Third Party Contractor shall promptly reimburse the educational agency for the full cost of such notification.

To ensure compliance with Education Law Section 2-d, it may be necessary to amend or modify this specification 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 to ensure continued compliance with Education Law Section 2-d.

### **Elmira Heights Central School District Parents' Bill of Rights**

The Elmira Heights Central School District seeks to use current technology, including electronic storage, retrieval, and analysis of information about students' education experience in the district, to enhance the opportunities for learning and to increase the efficiency of our district and school operations.

The Elmira Heights Central School District seeks to insure that parents have information about how the District stores, retrieves, and uses information about students, and to meet all legal requirements for maintaining the privacy and security of protected student data and protected principal and teacher data, including Section 2-d of the New York State Education Law.

To further these goals, the Elmira Heights Central School District has posted this Parents' 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. The procedures for exercising this right can be found within the Parents Bill of Rights Document posted on our District's Website.

(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 at <http://www.p12.nysed.gov/irs/sirs/documentation/NYSEDstudentData.xlsx> and a copy may be obtained by writing to the Office of Information & Reporting Services, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, New York 12234.

(5) Parents have the right to have complaints about possible breaches of student data addressed. Complaints should be directed in writing to the Chief Privacy Officer, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, New York 12234.

All vendors must sign below to verify that the above has been read and that the terms and conditions of these Documents will be adhered to. If the page is not signed, awards will not be recommended to vendor(s). If this page is signed and it is determined that the vendor(s) was unable to provide as specified, vendor may be deemed non-responsive.

Vendor:

B.E. Publishing / Edu Typing

Title:

CUSTOMER SERVICE SPECIALIST

Signature:

Patricia Hawley

Date:

October 7, 2019