POLICY - 5676

PRIVACY AND SECURITY FOR STUDENT DATA AND TEACHER AND ADMINISTRATION DATA

Statement of Policy

The NYSSB/NYSSD are committed to maintaining the privacy and security of student data and teacher and administrator data and will follow all applicable laws and regulations for the handling and storage of this data in the NYSSB/NYSSD and when disclosing or releasing it to others, including, but not limited to, third-party contractors. The NYSSB/NYSSD adopts this policy to implement the requirements of Education Law Section 2-d and its implementing regulations, as well as to align the NYSSB/NYSSD's data privacy and security practices with the National Institute for Standards and Technology Framework for Improving Critical Infrastructure Cybersecurity (Version 1.1). With regard to personnel and business practices, this procedure is intended to supplement current policy/procedures regarding PII.

Definitions

As provided in Education Law Section 2-d and/or its implementing regulations, the following terms, as used in this policy, will mean:

a) "Breach" means the unauthorized acquisition, access, use, or disclosure of student data and/or teacher or administrator data by or to a person not authorized to acquire, access, use, or receive the student data and/or teacher or administrator data.

b) "Building administrator" means a building administrator subject to annual performance evaluation review.

c) "Classroom teacher" means a teacher subject to annual performance evaluation review.

d) "Commercial or marketing purpose" means the sale of student data; or its use or disclosure for purposes of receiving remuneration, whether directly or indirectly; the use of student data for advertising purposes, or to develop, improve, or market products or services to students.

e) "Contract or other written agreement" means a binding agreement between an educational agency and a third-party, which includes, but is not limited to, an agreement created in electronic form and signed with an electronic or digital signature or a click-wrap agreement that is used with software licenses, downloaded, and/or online applications and transactions for educational technologies and other technologies in which a user must agree to terms and conditions prior to using the product or service.

f) "Disclose" or "disclosure" means to permit access to, or the release, transfer, or other communication of personally identifiable information by any means, including oral, written, or electronic, whether intended or unintended.

g) "Education records" means an education record as defined in the Family Educational Rights and Privacy Act and its implementing regulations, 20 USC Section 1232g and 34 CFR Part 99, respectively.

agencies within the state on minimum standards and best practices associated with privacy and the security of student data and teacher and administrator data.

The NYSSB/NYSSD will comply with its obligation to report breaches or unauthorized releases of student data or teacher or administrator data to the Chief Privacy Officer in accordance with Education Law Section 2-d, its implementing regulations, and this policy.

The Chief Privacy Officer has the power, among others, to:

a) Access all records, reports, audits, reviews, documents, papers, recommendations, and other materials maintained b(e)14(p)f1 0 0 1580e NSSATA

c) Demonstrate that the third-party contractor complies with the requirements of 8 NYCRR Section 121.3(c);

d) Specify how officers or employees of the third-party contractor and its assignees who have access to student data or teacher, or administrator data receive or will receive training on the laws governing confidentiality of this data prior to receiving access;

e) Specify if the third-party contractor will utilize subcontractors and how it will manage those relationships and contracts to ensure PII is protected;

f) Specify how the third-party contractor will manage data privacy and security incidents that implicate PII including specifying any plans to identify breaches and unauthorized disclosures, and to promptly notify the NYSSB/NYSSD;

g) Describe whether, how, and when data will be returned to the NYSSB/NYSSD, transitioned to a successor contractor, at the NYSSB/NYSSD's option and direction, deleted or destroyed by the third-party contractor when the contract is terminated or expires; and

h) Include a signed copy of the Parents' Bill of Rights for Data Privacy and Security.

Third-Party Contractor Responsibilities

Each third-party contractor, that enters into a contract or other written744 384.79 T2g10(r)13(e)14(tpa

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c) Ensure appropriate notification is provided to affected parents, eligible students, teachers, and/or administrators about any breach or unauthorized release of PII that a third-party contractor has received from the NYSSB/NYSSD pursuant to a BOCES contract; and

d) Coordinate reporting to the Chief Privacy Officer to avoid duplication in the event the NYSSB/NYSSD receives information directly from a third-party contractor about a breach or unauthorized release of PII that the third-party contractor received from the NYSSB/NYSSD pursuant to a BOCES contract.

Click-Wrap Agreements

Periodically, NYSSB/NYSSD staff may wish to use software, applications, or other technologies in which th

or by writing to the Office of Information and Reporting Services, New York State Education Department, Room 865 EBA, 89 Washington Avenue, Albany, New York 12234; and

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Consistent with the obligations of the NYSSB/NYSSD under FERPA, parents and eligible students have the right to inspect and review a student's education record by making a request directly to the NYSSB/NYSSD in a manner prescribed by the NYSSB/NYSSD.

The NYSSB/NYSSD will ensure that only authorized individuals are able to inspect and review student data. To that end, the NYSSB/NYSSD will take steps to verify the identity of parents or eligible students who submit requests to inspect and review an education record and verify the individual's authority to do so.

Requests by a parent or eligible student for access to a student's education records must be directed to the NYSSB/NYSSD and not to a third-party contractor. The NYSSB/NYSSD may require that requests to inspect and review education records be made in writing.

The NYSSB/NYSSD will notify parents annually of their right to request to inspect and review their child's education record including any student data stored or maintained by the NYSSB/NYSSD through its annual FERPA notice. A notice separate from the NYSSB/NYSSD's annual FERPA notice is not required.

The NYSSB/NYSSD will comply with a request for access to records within a reasonable period, but not more than 45 calendar days after receipt of a request.

The NYSSB/NYSSD may provide the records to a parent or eligible student electronically, if the parent consents. The NYSSB/NYSSD must transmit the PII in a way that complies with laws and regulations. Safeguards associated with industry standards and best practices, including but not limited to encryption and password protection, must be in place when education records requested by a parent or eligible st12 792 reW*nBT/F2 12 Tf1 0 0 1 63.36 301.97 Tm0 g0 G[(e)14(n)10(s)19(t)8( )-89(b)10(e)14( )20(s)9( )

c) Following the investigation of a submitted complaint, the NYSSB/NYSSD will provide the individual who filed the complaint with its findings. This will be completed within a reasonable period of time, but no more than 60 calendar days from the receipt of the complaint by the NYSSB/NYSSD.

d) If the NYSSB/NYSSD requires additional time, or where the response may compromise security or impede a law enforcement investigation, the NYSSB/NYSSD will provide the individual who filed the complaint with a written explanation that includes the approximate date when the NYSSB/NYSSD anticipates that it will respond to the complaint.

These procedures will be disseminated to parents, eligible students, teachers, administrators, and other NYSSB/NYSSD staff.

The NYSSB/NYSSD will maintain a record of all complaints of breaches or unauthorized releases of student data and their disposition in accordance with applicable data retention policies, including the Records Retention and Disposition Schedule ED-1 (1988; rev. 2004).

Reporting a Breach or Unauthorized Release

The NYSSB/NYSSD will report every discovery or report of a breach or unauthorized release of student data or teacher or administrator data within the NYSSB/NYSSD to the Chief Privacy Officer without unreasonable delay, but no more than ten calendar days after the discovery.

Each third-party contractor that recei vest2(h)1014(c792 reW0(a)2(T)11(h)10t)18( )-89(o)10(f)13( )-89(a)14(

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NYSSB/NYSSD may deliver this training using online training tools. Additionally, this training may be