

8635-E1 INFORMATION AND DATA PRIVACY, SECURITY, BREACH AND NOTIFICATION

GOVERNING DATA SHARING AND CONFIDENTIALITY BETWEEN THE SOUTH ORANGETOWN CENTRAL SCHOOL DISTRICT AND [INSERT NAME OF THIRD PARTY CONTRACTOR]

Including
South Orangetown Central School District's Bill of Rights for Data Privacy
and Security And
Supplemental Information pursuant to [8 NYCRR § 121.3\(c\)](#)

1. Confidential Information. Third-Party Contractor ("Contractor") understands that in performing its Original Agreement with the District, it may have access to confidential information in the possession of the District, including, but not limited to names, facts or information about individuals, businesses and families. For purposes of this Addendum and the Original Agreement, the definition of Confidential Information shall include personally identifiable information ("PII") as defined in [New York State Education Law §2-d](#) and all documentary, electronic or oral information made known to third-party contractor through any activity related to the Original Agreement, including "education records" of students as defined in [34 CFR §99.3](#). Contractor agrees that the Contractor, its officers, employees and/or agents shall not reveal, publish, discuss, disclose or communicate the content of such Confidential Information, directly or indirectly to any third-party, except as explicitly provided for in this Addendum or the Original Agreement. Contractor understands that any unauthorized disclosure, publication and/or communication of such Confidential Information shall be considered a breach of this Addendum and the Original Agreement. Contractor agrees that if he/she/it receives a subpoena for divulgence of Confidential Information, he/she/it shall notify the District prior to divulging the same, unless expressly prohibited by law. The parties further agree that the terms and conditions set forth in this Confidentiality section and all of its subparts shall survive the expiration and/or termination of the Original Agreement. Without limiting any of the foregoing statements in this paragraph, Contractor further agrees as follows:
 - a. Contractor understands and acknowledges that it shall have in place sufficient protection and internal controls to ensure that information is safeguarded in accordance with applicable law and regulations, and understands and agrees that it is responsible for complying with state data security and privacy standards for all PII from education records, and it shall:
 - i. limit internal access to education records to those individuals that are determined to have legitimate educational interests;
 - ii. not use the education records for any other purpose than those explicitly authorized in this Addendum Agreement;
 - iii. maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of education records in its custody; and
 - iv. 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 U.S. Department of Health and Human Services in guidance under § 13402(H)(2) of [Public Law 111-5](#).
 - b. Contractor further understands and agrees that it is responsible for submitting a data security and privacy plan to the District, outlining how all state, federal and local data security and privacy contract requirements will be implemented over the life of the agreement consistent with the District's policy on data security and privacy. Further, such plan shall include a signed copy of the District's Parent' Bill of Rights for Data Privacy and Security ("Bill of Rights") and the training requirement established by Contractor for all employees who will receive PII from student records (hereinafter referred to as "student data").
 - c. Contractor understands that as part of the District's obligations under [N.Y.S. Education Law § 2-d](#), Contractor is responsible for providing the District with supplemental information to be included in District's Bill of Rights. Such supplemental information shall be provided to the District within ten (10) days of execution of this Agreement and shall include:
 - i. the exclusive purposes for which the student data will be used;
 - ii. how Contractor will ensure that subcontractors, persons or entities that Contractor will share the student data with, if any, will abide by data protection and security requirements;
 - iii. that student data will be returned or destroyed upon expiration of the Agreement;
 - iv. if and how a parent, student or eligible student, classroom teacher or building principals, as applicable, may challenge the accuracy of the student data that will be collected;

- v. where the student data will be stored (described in such a manner as to protect data security); and
 - vi. the security protections taken to ensure such data will be protected, including encryption of data while in transit and at rest.
 - 1. Appendix "A" to this Addendum, as required by [New York State Education Law Section 2-d](#), contains the District's Bill of Rights and the supplemental information to the Bill of Rights.
 - d. In the event of a breach of the within confidentiality and data security and privacy standards provisions and unauthorized release of student data, Contractor shall immediately notify the District, without unreasonable delay and in no event more than seven days after the discovery of the breach, and advise the District as to the nature of the breach and steps Contractor has taken to minimize said breach. Contractor further agrees to cooperate with the District and law enforcement to protect the integrity of investigations into the breach or unauthorized release of Protected Data.
 - e. In the case of required notification to a parent or eligible student, Contractor shall promptly reimburse the District for the full cost of such notification. Contractor shall indemnify and hold the District harmless from any claims arising from its breach of the within confidentiality and data security and privacy standards provisions.
2. Upon termination of the Original Agreement as amended by this Addendum, Contractor shall return or destroy all confidential information obtained in connection with the services provided herein and/or student data. Destruction of the confidential information and/or student data shall be accomplished utilizing an approved method of confidential destruction, including shredding, burning or certified/witnessed destruction of physical materials and verified erasure of magnetic media using approved methods of electronic file destruction. The parties further agree that the terms and conditions set forth herein shall survive the expiration and/or termination of this Agreement.
 3. Contractor acknowledges that federal and state laws protect the confidentiality of personally identifiable information of the District's students as well as its staff. Contractor represents and warrants that its officers, employees or agents who will have access to personally identifiable student information or other confidential information of the District, have received or will receive training on the federal and state laws governing confidentiality of such data prior to obtaining access or any further access to such data.
 4. Contractor hereby affirms that personally identifiable information as defined by [Education Law Section 2-d](#) shall not be sold or released or otherwise disclosed for any commercial or marketing purpose, as such sale or release or other disclosure is expressly prohibited by law.
 5. To the extent that the Original Agreement, or any terms contained in any other Exhibit(s) attached to and made a part of the Original Agreement, conflict with the terms of this Addendum, the terms of this Addendum will apply and be given full force and effect. In addition, in the event that Contractor has online or written Privacy Policies or Terms of Service (collectively, "TOS") that would otherwise be applicable to its customers or users of the products or services that are the subject of the Original Agreement between the District and Contractor, the terms of this Addendum shall supersede any inconsistent or conflicting terms. Except as specifically amended herein and to the extent inconsistent with the terms of this Addendum Agreement, the terms contained in the Original Agreement are hereby ratified and confirmed in all respects and shall continue to apply with full force and effect. Any TOS that conflict with the Original Agreement as amended by way of this Addendum shall not apply as they have been superseded as pursuant to the terms contained herein.
 6. The undersigned representative of Contractor hereby represents and warrants that the undersigned is the owner or an officer, director, or agent of Contractor with full legal rights, power and authority to enter into this Addendum on behalf of Contractor and to bind Contractor with respect to the obligations enforceable against Contractor in accordance with its terms.

THIRD-PARTY CONTRACTOR

THE SOUTH ORANGETOWN
CENTRAL SCHOOL DISTRICT

Signature

Signature

Print Name

Print Name

Print title

Print title

**INFORMATION AND DATA PRIVACY, SECURITY, BREACH AND NOTIFICATION
PARENTS' BILL OF RIGHTS
SOUTH ORANGETOWN CENTRAL SCHOOL DISTRICT**

**EDUCATION LAW § 2-D BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY
8635-E1 APPENDIX "A"**

The South Orangetown Central School District is committed to protecting the privacy and security of student data and classroom teacher and building principal data. In accordance with [New York Education Law § 2-d](#) and its implementing regulations, the District hereby informs the school community of the following:

1. A student's personally identifiable ("PII") information, as defined by [Education Law § 2-d](#) and the Family Educational Rights and Privacy Act ("FERPA") cannot be sold or released for any commercial or marketing purpose. See [34 CFR § 99.3](#) for a complete definition of what constitutes PII under [Education Law Section 2-d](#).
2. Parents (including legal guardians or personal in parental relationships) have the right to inspect and review the complete contents of their child's education record. Further, Eligible Students (students who have reached 18 years of age or older) have the right to review the complete contents of their education records stored or maintained by the educational agency.
3. State and federal laws and their implementing regulations (such as [Education Law § 2-d](#), with regulations at [8 NYCRR Part 121](#), FERPA at [12 U.S.C. 1232g](#) with regulations at [33 CFR Part 99](#) and the Individuals with Disabilities Education Act ["IDEA"] at [20 U.S.C. 1400](#) et seq., with regulations at [34 CFR Part 300](#)) protect the confidentiality of personally 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 PII is stored or transferred.
5. A complete list of all student data elements collected by the New York State Education Department is available at the following website: www.nysed.gov/data-privacy-security, or by writing to the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, New York 12234.
6. Complaints by parents, eligible students, classroom teachers, building principals or other staff of the educational agency about possible breaches or improper disclosures of PII shall be addressed through the submission of written complaints. Complaints should be directed in writing by completing the form linked here: [Improper Disclosure of Data or Breach Incident Form](#) which will be forwarded to dataprivacy@socsd.org, the Data Privacy Officer.

In addition, complaints may be directed to the Chief Privacy Officer of the New York State Education Department, by mail at 89 Washington Avenue, Albany, New York 12234; by email to privacy@nysed.gov; or by telephone at 518-474-0937.

7. Parents, eligible students, classroom teachers and building principals have the right to be notified in accordance with applicable laws and regulations if a breach or unauthorized release of PII occurs.
8. School District employees and officers who have access to PII shall annually receive data privacy and security awareness training. Such training shall include training on state and federal laws that protect PII and how to comply with such laws, as well as applicable policies, and safeguards associated with industry standards and best practices.
9. School District contracts with third-party contractors that receive PII will address statutory and regulatory data privacy and security requirements.

The undersigned third-party contractor agrees to comply with the South Orangetown Central School District's Bill of Rights and Supplemental Information contained hereinabove in all regards.

[INSERT THIRD PARTY CONTRACTOR NAME: _____]

BY: _____
[Insert Name of Signatory and Title]

SIGNATURE: _____ DATE: _____

Supplemental Information to Bill of Rights Regarding Agreement between South Orangetown

Central School District and [INSERT NAME OF THIRD-PARTY CONTRACTOR]

In the course of complying with its obligations under the law and providing educational services to District residents, the South Orangetown Central School District has entered into agreements with certain third-party contractors. Pursuant to these agreements, third-party contractors may have access to “student data” and/or “classroom teacher” or “building principal data,” as those terms are defined by applicable laws and regulations.

For each contract or other written agreement that the District enters into with a third-party contractor where the third-party contractor receives student data or classroom teacher or building principal data from the District, the following supplemental information will be included with this Bill of Rights:

1. The exclusive purposes for which the student data or classroom teacher or building principal data will be used by the third-party contractor, as defined in the contract is to provide services that benefit students and District, as expressly enumerated in the underlying Contract between the District and the third-party contractor.
2. The third-party contractor will ensure that the subcontractors, or other authorized persons or entities to whom the third-party contractor will disclose the student data or teacher or principal data, if any, 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](#)) and will not subcontract any services without the express prior approval of the District, and unless the subcontractor demonstrates its full compliance with state and federal privacy laws and regulations pertaining to the underlying Agreement.
3. The duration of the contract shall be [INSERT – duration]. The contract shall expire on [June 30, 202X], unless earlier terminated pursuant to a provision contained therein.
4. Upon termination of the Agreement to which this is annexed, third-party contractor shall return or destroy all confidential information obtained in connection with the services provided, including any and all student data. Destruction of the confidential information and/or student data shall be accomplished utilizing an approved method of confidential destruction, including shredding, burning or certified/witnessed destruction of physical materials and verified erasure of magnetic media using approved methods of electronic file destruction. Said data shall be returned by the third-party contractor to the District, or securely transitioned to a subsequent contractor at the request of the District.
5. A parent, student, or eligible student, may challenge the accuracy of student data that is collected by following the procedures set forth in District policy, consistent with FERPA. A classroom teacher or building principal may challenge the accuracy of classroom teacher or building principal data through the APPR appeals process, where applicable.
6. Student data or classroom teacher or building principal data will be stored in a safe and secure manner, consistent with industry standards and best practices, security protections shall be taken to ensure the data will be protected and data privacy and security risks mitigated.
7. The above-referenced data will be protected using encryption while in motion and at rest using a technology or methodology specified by the secretary of the U.S. Department of Health and Human Services in guidance under § 13402(H)(2) of [Public Law 111-5](#).

The undersigned third-party contractor agrees to comply with the South Orangetown Central School District’s Bill of Rights and Supplemental Information contained hereinabove in all regards.

[INSERT THIRD PARTY CONTRACTOR NAME: _____]

BY: _____
[Insert Name of Signatory and Title]

SIGNATURE: _____ DATE: _____

SOUTH ORANGETOWN CENTRAL SCHOOL DISTRICT

BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY - SUPPLEMENTAL INFORMATION FOR CONTRACTS THAT UTILIZE PERSONALLY IDENTIFIABLE INFORMATION

Pursuant to Education Law § 2-d and Section 121.3 of the Commissioner’s Regulations, the South Orangetown Central School District (SOCSD) is required to post information to its website about its contracts with third-party contractors that will receive Personally Identifiable Information (PII).

| | |
|---|--|
| Name of Contractor | |
| Description of the purpose(s) for which Contractor will receive/access PII | |
| Type of PII that Contractor will receive/access | Check all that apply: <input type="checkbox"/> Student PII <input type="checkbox"/> APPR Data |
| Contract Term | Contract Start Date _____ Contract End Date _____ |
| Subcontractor Written Agreement Requirement | Contractor will not utilize subcontractors without a written contract that requires the subcontractors to adhere to, at a minimum, materially similar data protection obligations imposed on the contractor by state and federal laws and regulations, and the Contract. (check applicable option) <input type="checkbox"/> Contractor will not utilize subcontractors. <input type="checkbox"/> Contractor will utilize subcontractors. |
| Data Transition and Secure Destruction | Upon expiration or termination of the Contract, Contractor shall: <ul style="list-style-type: none"> • Securely transfer data to EA, or a successor contractor at the EA’s option and written discretion, in a format agreed to by the parties. • Securely delete and destroy data. |
| Challenges to Data Accuracy | Parents, teachers, or principals who seek to challenge the accuracy of PII will do so by contacting the SOCSD. If a correction to data is deemed necessary, the SOCSD will notify Contractor. Contractor agrees to facilitate such corrections within 21 days of receiving the SOCSD’s written request. |
| Secure Storage and Data Security | Please describe where PII will be stored and the protections taken to ensure PII will be protected: (check all that apply) <input type="checkbox"/> Using a cloud or infrastructure owned and hosted by a third party. <input type="checkbox"/> Using Contractor owned and hosted solution |

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|-------------------|---|
| | <input type="checkbox"/> Other: Please describe how data security and privacy risks will be mitigated in a manner that does not compromise the security of the data: |
| Encryption | Data will be encrypted while in motion and at rest. |

| CONTRACTOR: | |
|-----------------------|--|
| [Signature] | |
| [Printed Name] | |
| [Title] | |
| Date: | |