



PARENT'S BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY

Pursuant to Education Law section 2-d, Mary Cariola Center is required to publish, on its website, a parent's bill of rights for data privacy and security, and to include such information with every contract a school district enters into with a third party contractor where the third party contractor receives student data. The following is MCC's 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, including any student data stored or maintained by MCC. This right of inspection is consistent with the requirements of the Family Educational Rights and Privacy act (FERPA). In addition to the right of inspection of the educational record, Education Law §2-d provides a specific right for parents to inspect or receive copies of any data in the student's educational record. The New York State Department of Education (NYSED) will develop policies and procedures pertaining to this right;
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 protections, which 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 for public review at <http://www.p12.nysed.gov/irs/sirs/documentation/NYSEDstudentData.xlsx>, or you may obtain a copy of this list by writing to the Office of Information and Reporting Services, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, NY 12234; and
5. Parents have the right to file complaints with MCC about possible privacy breaches of student data by MCC's third party contractors or their employees, officers, or assignees, or with NYSED. You may contact Cindy Lewis, Corporate Compliance Officer, with any such complaints at clewis@marycariola.org or by mailing her at 1000 Elmwood Avenue, Door 5, Rochester, NY 14620. Complaints to NYSED should be directed in writing to the Chief Privacy Officer, Office of Counsel, New York State Education Department, 89 Washington Avenue, Albany, NY 12234, or email to CPO@mail.nysed.gov.

For purposes of further ensuring confidentiality and security of student data, as an appendix to the Parent's Bill of Rights each contract an educational agency enters into with a third party contractor shall include the following supplemental information:

1. The exclusive purposes for which the student data will be used;

2. How the third party contractor will ensure that the subcontractors, persons or entities that the third party contractor will share the student data with, if any, will abide by data protection and security requirements;
3. When the agreement with the third party contractor expires, and what happens to the student data upon expiration of the agreement;
4. If and how a parent, student, or eligible student may challenge the accuracy of the student data that is collected; and
5. Where the student 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.

In addition, the Chief Privacy Officer, with input from parents and other education and expert stakeholders, is required to develop additional elements of the Parent's Bill of Rights, to be prescribed in the Regulations of the Commissioner. Accordingly, this Bill of Rights will be revised from time to time in accordance with further guidance received from the Chief Privacy Officer, the Commissioner of Education, and NYSED.

Attachment B

Supplemental Information for Third-Party Contracts

STUDENT PRIVACY

Mary Cariola Center (MCC) is an educational agency within the meaning of Section 2-d of the New York State Education Law ("Section 2-d"), and (insert name of contractor)(Contractor) is a third party contractor within the meaning of Section 2-d. Pursuant to the Independent Contractor Agreement for Consulting Services, Contractor receives access to student data, which is regulated by Section 2-d, from MCC.

As used in this Attachment, the term "student data" means personally identifiable information from student records and/or data systems that Contractor has access to at MCC.

The provisions of this Attachment are intended to comply with Section 2-d in all respects.

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

Contractor agrees that the confidentiality of student 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)

Contractor agrees that any of its officers or employees, and any other officers or employees of any of its assignees 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) (1) and (c) (1)

The exclusive purpose for which Contractor is being provided access to personally identifiable information is to enable MCC to make use of the Services defined within the underlying Independent Contractor Agreement for Consulting Services. Student data received by Contractor, or any of its assignees, from MCC shall not be sold or used for marketing purposes.

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

Contractor shall assure 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 the agreement.

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

Upon expiration of this agreement without a successor agreement in place, Contractor shall assist MCC in exporting all student data previously received from MCC, and, at the request of MCC, Contractor shall thereafter securely delete any copy of the data remaining in its possession. If data is to be maintained by Contractor for federal and/or state reporting, such data shall remain in an encrypted format and stored in a secure facility.

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

Parents have the right to file complaints with MCC about possible privacy breaches of student data by MCC's third party contractors or their employees, officers, or assignees, or with NYSED.

Complaints to NYSED should be directed in writing to the Chief Privacy Officer, Office of Counsel, New York State Education Department, 89 Washington Avenue, Albany, NY 12234, or email to CPO@mail.nysed.gov.

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

Student data transferred to Contractor by MCC will be stored in electronic format on systems maintained by Contractor in a secure data center facility in the United States. The measures that Contractor will take to protect the privacy and security of student 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)

Contractor acknowledges that it has the following obligations with respect to any student data received from MCC, and any failure to fulfill these statutory obligations shall be a breach of the underlying Independent Contractor Agreement for Consulting Services:

- Limit internet access to education records and/or student data to those individuals that are determined to have legitimate educational reasons within the meaning of Section 2-d and FERPA, including technical support;
- Not use education records and/or student data 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 Contractor using information to carry out Contractor's obligations under this Agreement, unless (1) that other party has the prior written consent of the parent or eligible student, or (2) 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 order;
- Maintain reasonable administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of personally identifiable 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 U.S. Department of HHS in guidance issued under P.L. 111-5, Section 13402(H)(2);
- Notify the educational agency from which the student data is received of any breach of security resulting in an unauthorized release of student data by Contractor or its assignees in violation of state or federal law, the Parent's Bill of Rights for Student Data and Security, the data privacy and security policies of the educational agency, and/or contractual obligations relating to data privacy and security, in the most expedient way possible and without unreasonable delay.

It is understood that a Contract Addendum may be necessary to ensure compliance with Section 2-d, 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.