



# Charlotte Valley Central School

*“Empowering Students Today to Conquer the Challenges of Tomorrow”*

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Mr. James Harter, Superintendent  
Mr. Michael J. Waters, Principal

## Charlotte Valley Central School Parents’ Bill of Rights for Data Privacy and Security

Charlotte Valley Central School is committed to protecting the privacy and security of student, teacher and principal data. In accordance with New York Education Law §2-d, BOCES wishes to inform the community of the following:

- A student’s personally identifiable information (PII) cannot be sold or released by CVCS for any commercial or marketing purposes.
- 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 CVCS. 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. NYSED will develop policies and procedures pertaining to this right some time in the future.
- State and federal laws protect the confidentiality of PII, 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.
- 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 parents may obtain a copy of this list by writing to the Office of Information & Reporting Services, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, NY 12234.
- Parents have the right to file complaints with CVCS about possible privacy breaches of student data by CVCS’ third-party contractors or their employees, officers, or assignees, or with NYSED. Complaints regarding student data breaches should be directed to Dr. Jennifer Bolton Carls, Deputy Superintendent, Otsego Northern Catskills BOCES, 2020 Jump Brook Road, Grand Gorge, NY 12434, phone: (607) 588-6291, x141, email: [jbolton@mail.oncboces.org](mailto:jbolton@mail.oncboces.org) Complaints to NYSED should be directed in writing to the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany NY 12234, email to [CPO@mail.nysed.gov](mailto:CPO@mail.nysed.gov). The complaint process is under development and will be established through regulations to be proposed by NYSED’s Chief Privacy Officer, Ms. Tina Sciocchetti.

### Appendix Supplemental Information Regarding Third-Party Contractors

In the course of complying with its obligations under the law and providing educational services, Charlotte Valley Central School has entered into agreements with certain third-party contractors. Pursuant to such agreements, third-party contractors may have access to “student data” and/or “teacher or principal data” as those terms are defined by law.

Each contract Charlotte Valley Central School enters into with a third-party contractor, where the third-party contractor receives student data or teacher or principal data, will include the following information:

- The exclusive purposes for which the student data or teacher or principal data will be used.
- How the third-party contractor will ensure that the subcontractors, persons or entities that the third-party contractor will share the student data or teacher or principal data with, if any, will abide by data protection and security requirements.

- When the agreement expires and what happens to the student data or teacher or principal data upon expiration of the agreement.
- If and how a parent, student, eligible student, teacher or principal may challenge the accuracy of the student data or teacher or principal data that is collected.
- Where the student, teacher or principal 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.

**\*This section to be completed by the Third-Party Contractor and returned to Charlotte Valley Central School\***

**Section 1:** Does the Third-Party Contractor have access to student data and/or teacher or principal data as those terms are defined by law?

XX Yes

Please complete Sections 2, 3 and 4

No

Please complete Section 3

**Section 2:** Supplemental Information Details

Third-Party Contractors subject to New York Education Law § 2-d – please complete the table below

SUPPLEMENTAL INFORMATION ELEMENT	SUPPLEMENTAL INFORMATION
Please list the exclusive purpose(s) for which the student data or teacher or principal data will be used by the third-party contractor, as defined in the contract (or list the section(s) in the contract where this information can be found)	Data is used to enroll teachers and students, grades K through 5 in the First In Math Online program. FIM is funded through a grant from NYSED's EMAP. When schools or school districts elect to implement the program, student enrollment data will be provided by the district. Data will be synced with FIM in order to create class/sections for teacher and student access.
Please list how the contractor will ensure that any other entities with which it shares the protected data, if any, will comply with the data protection and security provisions of law, regulation and this contract (or list the section(s) in the contract where this information can be found)	We do not use subcontractors. No protected data is shared.
Please list when the agreement expires and what happens to the protected data when the agreement expires (or list the section(s) in the contract where this information can be found)	The NYSED contract extends through June 2025. At that time, we can: •Securely transfer data to District, or a successor contractor at District's option and written discretion, in a format agreed to by the parties. •Securely delete and destroy data.
Please list how a parent, student, or eligible student may challenge the accuracy of the protected data that is collected; if they can challenge the accuracy of the data, describe how (or list the section(s) in the contract where this information can be found)	Parents, teachers, or principals who seek to challenge the accuracy of PII will do so by contacting NYSED. If a correction to data is deemed necessary, NYSED will notify Contractor. Contractor agrees to facilitate such corrections within 21 days of receiving NYSED's written request.
Please list where the protected data will be stored (described in a way that protects data security), and the security protections taken to ensure such data will be protected and data security and privacy risks mitigated (or list the section(s) in the contract where this information can be found)	PII will be stored using a cloud owned and hosted by Azure with the benefit of their built in protections.  Data privacy and security risks will be mitigated in a manner that does not compromise the security of the data:  Data is stored within the Azure environment and with the extra layer of a top-tier and leading hosting service provider. Multiple approaches to data security include physical security, network and application protection, including DDoS protection, hardware firewalls, load balancer, and access through VPN only. The next layer of security includes alert logic monitoring and McAfee enterprise anti-virus. Web Site access is only allowed using SSL (2048 bit). The environment is kept lean, installing only the necessary applications and features, and is kept up to date with the latest security patches.

Please list how the data will be protected using encryption (or list the section(s) in the contract where this information can be found)

Data will be encrypted while in motion and at rest. Contractor certifies that Contractor will comply with applicable State and Federal laws, rules, and regulations

### Section 3: Agreement and Signature

By signing below, you agree:

- The information provided in this document by the Third-Party Contractor is accurate
- To comply with the terms of Broome-Tioga BOCES Parents' Bill of Rights for Data Privacy and Security (applicable to Third-Party Contractors subject to New York Education Law § 2-d only)

Company Name: Suntex International Inc Product Name: First In Math



Printed Name: Nan Ronis

Signature \_

Date 09-21-22

### Section 4: Data Privacy Rider for All Contracts Involving Protected Data Pursuant to New York State Education Law §2-C and §2-D

BOCES and the Third-Party Contractor agree as follows:

1. Definitions:
  - a. Protected Information means personally identifiable information of students from student education records as defined by FERPA, as well as teacher and Principal data regarding annual professional performance reviews made confidential under New York Education Law §3012-c and §3012-d;
  - b. Personally Identifiable Information (PII) means the same as defined by the regulations implementing FERPA (20 USC §1232-g);
2. Confidentiality of all Protected Information shall be maintained in accordance with State and Federal Law and the BOCES's Data Security and Privacy Policy;
3. The Parties agree that the BOCES's Parents' Bill of Rights for Data Security and Privacy are incorporated as part of this agreement, and the Third-Party Contractor shall comply with its terms;
4. The Third-Party Contractor agrees to comply with New York State Education Law §2-d and its implementing regulations;
5. The Third-Party Contractor agrees that any officers or employees of the Third-Party Contractor, and its assignees who have access to Protected Information, have received or will receive training on Federal and State law governing confidentiality of such information prior to receiving access;
6. The Third-Party Contractor shall:
  - a. limit internal access to education records to those individuals that are determined to have legitimate educational interests;
  - b. not use the education records for any other purposes than those explicitly authorized in its contract or written agreement. Unauthorized use specifically includes, but is not limited to, selling or disclosing personally identifiable information for marketing or commercial purposes or permitting, facilitating, or disclosing such information to another Third-Party for marketing or commercial purposes;
  - c. except for authorized representatives of the Third-Party Contractor to the extent they are carrying out the contract or written agreement, not disclose any personally identifiable information to any other party;
    - i. without the prior written consent of the parent or eligible student; or
    - ii. unless required by statute or court order and the party provides notice of the disclosure to the New York State Education Department, Board of Education, or institution that provided the information no later than the time the information is disclosed, unless providing notice of the disclosure is expressly prohibited by statute or court order;
  - d. maintain reasonable administrative, technical, and physical safeguards to protect the security,

- confidentiality and integrity of personally identifiable information in its custody;
- e. 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 United States Department of Health and Human Services in guidance issued under Section 13402(H)(2) of Public Law §111-5;
  - f. adopt technology, safeguards and practices that align with the NIST Cybersecurity Framework;
  - g. impose all the terms of this rider in writing where the Third-Party Contractor engages a subcontractor or other party to perform any of its contractual obligations which provides access to Protected Information.

**Agreement and Signature**

By signing below, you agree to the Terms and Conditions in this Rider:

Company Name: Suntex International Inc

Product Name: First In Math

Printed Name: Nan Ronis

Signature \_



Date 09-21-22