



Peekskill City School District

Data Sharing and Confidentiality Agreement

Including

Parent Bill of Rights for Data Security and Privacy and Supplemental
Information for Third Party Contracts

Parents' Bill of Rights for Data Privacy and Security

In accordance with New York State Education Law Section 2-d, the Peekskill City School District hereby sets forth the following Parents' Bill of Rights for Data Privacy and Security, which is applicable to all students and their parents and legal guardians.

1. New York State Education Law Section 2-d ("Section 2-d") and the Family Educational Rights and Privacy Act ("FERPA") protect the confidentiality of personally identifiable information. Section 2-d and FERPA assures the confidentiality of records with respect to "third parties," and provides parents with the right to consent to disclosures of personally identifiable information contained in their child's education records. Exceptions to this include school employees, officials and certain State and Federal officials who have a legitimate educational need to access such records. In addition, the District will, upon request of parents, or adult students, or if otherwise required by law, disclose student records to officials of another school district in which a student seeks to enroll.
2. A student's personally identifiable information cannot be sold or released for any commercial purposes;
3. Personally identifiable information includes, but is not limited to:
 - i. The student's name;
 - ii. The name of the student's parent or other family members;
 - iii. The address of the student or student's family;
 - iv. A personal identifier, such as the student's social security number, student number, or biometric record;
 - v. Other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name;
 - vi. Other information that alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school

community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or
vii. Information requested by a person who the District reasonably believes knows the identity of the student to whom the education record relates.

4. In accordance with FERPA, Section 2-d and the District's policy on student records (Policy #5500), parents have the right to inspect and review the complete contents of their child's education record.
5. The District has safeguards in place to protect student data, including personally identifiable information stored or transferred by the District. The District's Student Information System employs an advanced object-based security model that is both role and function-based. System administrators assign rights by group or individual tools and abilities to view, edit or delete information are selected and determine what is visible to parents, teachers, and administrators. All systems are password protected.
6. New York State, through the New York State Education Department, collects a number of student data elements for authorized uses. The District periodically uploads student data requested by the New York State Education Department to the State Data Warehouse.
7. Parents have the right to submit complaints about possible breaches of student data or teacher or principal APPR data. Any such complaint must be submitted, in writing, to Mrs. Janice E. Reid, Director of Technology/Data Privacy Officer. jreid@peekskillschools.org

Supplemental Information for Third Party Contracts

For purposes of further ensuring confidentiality and security of student data, each contract ("Agreement"), the Peekskill City School District (the "District") enters into with a third-party contractor (the "Contractor") shall include a signed Data Security and Privacy Plan that includes a signed copy of the District's Parents' Bill of Rights, and in which Plan the Contractor agrees to abide by the District's Parents' Bill of Rights and to comply with the following:

1. Exclusive Purposes for which Student Data Will Be Used. Use of Personally Identifiable Information ("PII") under the Agreement will be limited to that necessary for the Contractor to perform the duties outlined in the Agreement and the services associated with that function. The Contractor further agrees that no PII will be sold or used for marketing or commercial purposes.
2. Protective Measures Regarding Third Parties. The Contractor will ensure that any subcontractor or other person or entity with whom the Contractor shares student data and/or teacher or principal data, if applicable, agrees to abide by all of the components of applicable state and federal law, including New York Education Law Section 2-d, the District's Parents' Bill of Rights, and the Family Educational Rights and Privacy Act ("FERPA"). In addition, the Contractor will ensure that each subcontractor, person or entity with whom the Contractor shares student data and/or teacher or principal data has a Data Security and Privacy Plan in place.
3. Expiration of Agreement. Absent renewal, the Agreement expires annually on June 30th. If the District does not renew the Agreement past June 30th of the contractual year, all student data shall be deleted, within 90 days, in accordance with the National Institute of Standards and Technology (NIST) standard 800-88. The Contractor will ensure, at the sole discretion of the District, that all student data are returned to the District or provide confirmation to the District that the data in its possession has been securely destroyed. The Contractor will also ensure that all emails containing personally identifiable student information are returned to the District and deleted from the Contractor's email account.
4. Challenge to Accuracy of Data. A parent, student, teacher or principal can challenge the accuracy of the Data received or generated by the Contractor in writing addressed to the Superintendent of School, Peekskill City School District, 1031 Elm Street, Peekskill NY 10566.
5. Storage of Data. Student data shall be stored in a secure data center using monitoring of the access doors, fire and security monitoring, system health and intrusion monitoring, data backups and retention. Data storage and access shall comply with the Advanced Encryption Standard (AES) with minimum of 128 bit key encryption or better.

6. Breach of Personally Identifiable Information. The Contractor must notify the District of any breach or unauthorized release of PII within 24 hours of any such breach or Contractor's knowledge of such breach. The Contractor shall promptly reimburse the District and/or its Participants for the full cost of notifying a parent, eligible student, teacher, or principal of an unauthorized release of PII by the Contractor, its subcontractors, and/or Assignees.

Vendor: _____

Print Name: _____

Title: _____

Signature: _____

Date: _____