EASTERN SUFFOLK BOCES
PARENTS' BILL OF RIGHTS
FOR DATA SECURITY AND PRIVACY

Eastern Suffolk BOCES is committed to protecting the privacy and security of student, teacher, and principal data. In accordance with New York Education Law § 2-d, parents, legal guardians and persons in parental relation to a student are entitled to certain rights with regard to their child's personally identifiable information. The Agency wishes to inform the school community of the following rights:

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 maintained by Eastern Suffolk BOCES.

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 protection, 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, by writing to the Office of Information & Reporting Services, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, New York 12234.

Parents have the right to have complaints about possible breaches of student data addressed. Complaints should be directed to:

<div align="center">

Claudy Damus-Makelele
Associate Superintendent for Educational Services
Eastern Suffolk BOCES
201 Sunrise Highway
Patchogue, NY 11772
cdamus@esboces.org

</div>

Or in writing to:

<div align="center">

Chief Privacy Officer
New York State Education Department
89 Washington Avenue
Albany, New York 12234.
CPO@mail.nysed.gov

</div>

Supplemental Information Regarding Third-Party Contractors:

In the course of complying with its obligations under the law and providing educational services, Eastern Suffolk BOCES 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." Each contract the Agency enters into with a third party contractor where the third party contractor receives student data or teacher or principal data will include information addressing the following:

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

   Access to "student data, or teacher or principal data" is limited to only staff members who would need access to such data for the following reasons:
   1) To provide requested software application support to a school district, RIC or CBO which may potentially grant temporary access to the aforementioned data.
   2) When extracting data from a third-party database for the purpose of converting a newly contracted school district's data into our software system.
   3) Upgrading an existing school district from a previous version of our software which would require a change of database platform.
   4) To assist when requested with the uploading of data into a school district's database for the purpose of storing current year or prior year staff ratings as required by New York State Education Department.

   Finance Manager's products are used by school districts and BOCES to achieve efficient and effective operations and the licensed products are only effective with the use of school data, including PII.

2. 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;

   Finance Manager does not share client data with any third-party contractors. It is at the sole discretion of each client to provide said data to a third party without involvement from our staff.
   If a school district submits a formal request for a data extract to be created by Finance Manager for the purpose of providing said data to a third party, we would create a file extract routine which could be run within the school district's network environment. It is then at the client's discretion to provide the extracted data to the third party without the involvement of Finance Manager staff and should comply with the entity's Data Security and Privacy Plan.

3. When the agreement expires and what happens to the student data or teacher or principal data upon expiration of the agreement;

   In the event that data needs to be held in our secured data environment for a temporary period of time for any of the purposes outline in SECTION 1 above and our agreement with that client has expired, the data shall be deleted in its entirety within 90 days from the expiration of the agreement.

4. 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; and

   Complaints should be directed to: the Associate Superintendent for Curriculum for your district; Or in writing to: Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, New York 12234, CPO@mail.nysed.gov.

5. Where the student data or 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.

   Any client data that has been securely transmitted to Finance Manager premises shall be stored in encrypted volumes and protected behind our firewall within the United States. Access to said data is limited to only staff member(s) for the purposes outline in SECTION 1 above. In the event that our agreement with a client has expired, said data shall be deleted in its entirety within 90 days from the expiration of the agreement. Finance Manager also uses Absolute Computrace as an added layer of protection in case of accidental loss or theft of devices such as laptops, tablets, workstations, etc. Computrace allows for remote tracking (geolocation), remote wipe, device freeze with message to user and theft recovery. Computrace

is persistent and embedded into the device firmware. Even if the agent is unloaded the persistence module will reinstall the agent automatically.

In the event of a breach of data, Finance Manager shall immediately notify BOCES and advise it as to the nature of the breach and any steps we have taken to minimize said breach. Finance Manager employees are required to immediately notify a senior staff member of any breach of data to ensure rapid response to any breach which may occur while handling sensitive client data.

Third Party Contractors are required to:

1. Provide training on federal and state law governing confidentiality to any officers, employees, or assignees who have access to student data or teacher or principal data;
2. Limit internal access to education records to those individuals who have a legitimate educational interest in such records.
3. Not use educational records for any other purpose than those explicitly authorized in the contract;
4. Not disclose 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 third-party contractor provides a 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 the statute or court order;
5. Maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of personally identifiable student information in its custody;
6. Use encryption technology to protect data while in motion or in its custody from unauthorized disclosure as specified in Education Law §2-d;
7. Notify Eastern Suffolk BOCES of any breach of security resulting in an unauthorized release of student data or teacher or principal data, in the most expedient way possible and without unreasonable delay;
8. Provide a data security and privacy plan outlining how all state, federal and local data security and privacy contract requirements will be implemented over the life of the contract;
9. Provide a signed copy of this Bill of Rights to Eastern Suffolk BOCES thereby acknowledging that they are aware of and agree to abide by this Bill of Rights.

This Bill of Rights is subject to change based on regulations of the Commissioner of Education and the New York State Education Department's Chief Privacy Officer, as well as emerging guidance documents.

A copy of this ESBOCES Parents' Bill of Rights must be made a part of Contractor's Data Security and Privacy Plan.