

## DATA SECURITY AND PRIVACY PLAN

### HASTINGS-ON-HUDSON UNION FREE SCHOOL DISTRICT

\_\_\_\_\_ having offices at \_\_\_\_\_  
\_\_\_\_\_ (hereinafter “Third-party Contractor”) and  
Hastings-on-Hudson Union Free School District, having offices at 27 Farragut Avenue,  
Hastings-on-Hudson, NY 10706 (hereinafter “School District”) hereby agree to make this Data  
Security and Privacy Plan part of their Agreement for services and attach it as an Addendum to  
that Agreement OR amend their agreement dated \_\_\_\_\_ (the “Agreement”) to include  
this Data and Security Privacy Plan.

1. Definitions: Terms used in this Data Security and Privacy Plan (the “Plan”) shall have the same meanings as those found in Education Law Section 2-d(1) and the Regulations of the Commissioner of Education at Section 121.1 of Title 8 of the New York Codes, Rules, and Regulations (8 NYCRR § 121.1), unless more broadly defined herein.
2. Confidential Information: Third-party Contractor understands that in performing its Agreement with the School District, Third-party Contractor, its employees, officers, agents, and subcontractors may have access to confidential information in the possession of the School District, including, but not limited to names, facts or information about individuals, businesses, and families. Third-party Contractor may also have access to or acquire confidential information, potentially including student data, student directory information, student records, teacher or principal data, personnel information and records, information regarding sensitive, confidential, or internal School District matters and other protected information. For purposes of this Plan and the Agreement, it is agreed that the

definition of Confidential Information includes all documentary, electronic or oral information made known to Third-party Contractor through any activity related to the Agreement, except information available to Third-party Contractor from third parties on an unrestricted basis. Third-party Contractor understands that any unauthorized disclosure, publication and/or communication of such confidential information shall be considered a breach of this Plan and the Agreement. Third-party Contractor agrees that if he/she/it receives a request for disclosure of confidential information obtained from the School District, including but not limited to student data or teacher or principal data as defined by New York Education Law Section 2-d, pursuant to a statute, subpoena or court order, he/she/it shall notify the School District prior to disclosing the School District's confidential information, unless providing notice of the disclosure is expressly prohibited by the statute, subpoena or court order.

3. Without limiting any of the foregoing statements, Third-party Contractor further agrees:
  - a. To execute, comply with and incorporate as Exhibit "1" to this Plan, as required by New York State Education Law Section 2-d and its implementing regulations, the Parents' Bill of Rights for Data Privacy and Security developed by the School District.
  - b. To adopt technologies, safeguards and practices that align with the NIST Cybersecurity Framework.
  - c. To comply with the data security and privacy policies of the School District, including Policy 8635, Information and Data Privacy Security, Breach and Notification and Regulation 8635-R Information and Data Privacy, Security, Breach and Notification Regulation, both available through the School District's

BoardDocs at [https://boardpolicyonline.com/?b=hastings\\_on\\_hudson](https://boardpolicyonline.com/?b=hastings_on_hudson), New York Education Law Section 2-d and Part 121 of the Regulations of the Commissioner of Education as well as any changes to the policy, law and regulations that may be enacted, adopted and/or become effective during the term of the Agreement;

- d. Not to sell, use or disclose personally identifiable student, teacher or principal data or information for any marketing or commercial purpose or facilitate its use or disclosure by any other party for any marketing or commercial purpose or permit another party to do so;
- e. Not to use the education records of the School District or any personally identifiable student, teacher and/or principal information or data of the School District, as those terms are defined in Education Law Section 2-d and Part 121 of the Regulations of the Commissioner of Education, for any purpose other than those explicitly authorized in this Plan or the Agreement;
- f. To use and maintain reasonable administrative, technical and physical safeguards and practices that align with the NIST Cybersecurity Framework and are otherwise consistent with industry standards and best practices, including but not limited to encryption technology, firewalls and password protection, to protect the security, confidentiality and integrity of personally identifiable student, teacher and/or principal information or data of the School District while in motion or in the custody of Third-party Contractor from unauthorized disclosure as prescribed by state and federal law, regulations, and the Agreement and the Third-party Contractor represents and warrants that it has the following safeguards and practices in place to protect personally identifiable information that it receives,

maintains, stores, transmits or generates pursuant to the Agreement. List or describe safeguards and practices of the Third-party Contractor here:

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- g. To limit internal access within Third-party Contractor to personally identifiable student, teacher and principal information and data of the School District to only those officers, directors, employees, or authorized sub-contractors or assignees of the Third-party Contractor that are determined to need access to such records or data to perform the services set forth in the Agreement;
- h. To use encryption that complies with the Advanced Encryption Standard (AES) with minimum of 128 bit key encryption or better to protect personally identifiable student, teacher and or principal information or data of the School District in Third-party Contractor's custody while in motion or at rest from unauthorized disclosure;
- i. Not to disclose any personally identifiable student, teacher or principal information or data of the School District, as those terms are defined in Education Law Section 2-d and Part 121 of the Regulations of the Commissioner of Education, directly or indirectly, to any other party who is not an officer, director, employee or authorized subcontractor or assignee of the Third-party Contractor using the data or information to carry out Third-party Contractor's obligations under the Agreement in compliance with New York State and federal law, regulations, and the Agreement, unless

- i. the other party has the prior written consent of the applicable student's parent/guardian or of the eligible student; or
  - ii. the other party has the prior written consent of the applicable teacher or principal; or
  - iii. the disclosure to the other party is required by statute, subpoena or court order and the Third-party Contractor provides a notice of disclosure to the New York State Education Department or the School District no later than the time the information is disclosed, unless providing notice of disclosure is expressly prohibited by the statute, subpoena or court order;
- j. To impose on any sub-contractor engaged by Third-party Contractor, with the consent of the School District, to perform any of its obligations under the Agreement the requirement to comply with all the confidentiality and data privacy and security obligations imposed on Third-party Contractor in the Agreement and by state and federal law and regulations, including but not limited to Section 2-d of New York State Education Law and Part 121 of the Regulations of the New York State Commissioner of Education;
- k. In the event that a student's parent or guardian or an eligible student seeks to challenge the accuracy of student data pertaining to the particular student, which data may include records maintained, stored, transmitted or generated by the Third-party Contractor pursuant to this Agreement, the challenge will be directed to the School District and processed in accordance with the School District's procedures;

- l. In the event that a teacher or principal seeks to challenge the accuracy of teacher or principal data pertaining to the particular teacher or principal, which data may include records maintained, stored, transmitted or generated by the Third-party Contractor pursuant to this Agreement, the challenge will be directed to the School District and processed in accordance with the procedures the School District has established for challenging annual professional performance review (“APPR”) data;
- m. To immediately notify the School District in the most expedient way possible and without unreasonable delay and in no event more than seven (7) calendar days after discovering that any personally identifiable information of the School District, its employees, students, teachers, principals or administrators is breached and/or released without authorization;
- n. To take immediate steps to limit and mitigate to the greatest extent practicable the damages arising from any breach or unauthorized release of any personally identifiable information of the School District, its employees, students, teachers, principals or administrators;
- o. In the event of a breach or unauthorized release of any personally identifiable data or information of the School District, its employees, students, teachers or administrators by or attributable to Third-party Contractor, Third-party Contractor must pay for or promptly reimburse the School District for the full cost of any notifications the School District makes as a result of the breach or unauthorized release;

- p. To cooperate with the School District and other parties to protect the integrity of investigations into the breach or unauthorized release of personally identifiable data or information.
  - q. Parents and/or guardians of students attending the School District's schools have the right to inspect and review the complete contents of their child's education record, which may include records maintained, stored, transmitted, and/or generated by Third-party Contractor; and
  - r. In the event the Third-party Contractor breaches any of the privacy and confidentiality provisions of this Plan or the Agreement, the School District, at its sole discretion, may immediately terminate the Agreement.
4. Outline/describe how Third-party Contractor will implement all state, federal and local data security and privacy requirements over the term of the Agreement in a manner that is consistent with the data security and privacy policy of the School District:

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5. Confidentiality Training: Third-party Contractor acknowledges that federal and state laws protect the confidentiality of personally identifiable information of the School District's students as well as its teachers and principals. Prior to obtaining access or any further access to personally identifiable information of the School District's students, teachers and principals, Third-party Contractor represents and warrants that any officers, employees, subcontractors, or agents of Third-party Contractor, who will have access to student, teacher and/or principal data

of the School District, have received or will receive training on the federal and state laws governing confidentiality of such data. Please describe how the training was or will be done.

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6. The Third-party Contractor represents and warrants that the information contained in the Supplemental Information portion of the Parents' Bill of Rights for Data Privacy and Security of the School District with respect to the Agreement, as stated in Exhibit 1 to this Plan, is accurate.

7. Will the Third-party Contractor utilize sub-contractors in the performance of the Agreement?

Yes ☐

No ☐

*If Yes, the Third-party Contractor agrees that it will not share confidential information with any additional parties, including an authorized sub-vendor or non-employee agent, without prior written consent of the School District and, when such consent is provided, the Third-party Contractor will ensure that any subcontractor or other person or entity with whom the Third-party Contractor shares student data and/or teacher or principal data agrees to abide by all of the components of applicable state and federal law, including New York Education Law Section 2-d, the School District's Parents' Bill of Rights, and the federal Family Educational Rights and Privacy Act ("FERPA"). In addition, the Third-party Contractor will ensure that each subcontractor, person or entity with whom the Third-party Contractor shares student data and/or teacher or principal data has a Data Security and Privacy Plan in place.*

8. Describe how the Third-party Contractor will manage data privacy and security incidents that involve personally identifiable data or information, including but not limited to (a) what actions are taken to check for and identify data breaches and unauthorized disclosures of personally identifiable information or data and (b) how the School District will be notified promptly of any data breaches and unauthorized disclosures of personally identifiable data or information? \_\_\_\_\_

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9. Upon the expiration or termination of the Agreement, if requested by the School District, the Third-party Contractor will assist the School District in exporting all student, teacher or principal data previously received by the Third-party Contractor or generated by the Third-party Contractor pursuant to the Agreement in a format acceptable to the School District. In addition, within 90 days of the expiration or termination of the Agreement, at the sole discretion of the School District, all information and data of the School District remaining in the possession of the Third-party Contractor will be returned to the School District or the Third-party Contractor will provide confirmation to the School District that the School District's data in its possession has been securely destroyed in accordance with the [National Institute of Standards and Technology \(NIST\) standard 800-88](#). Within 90 days of expiration or termination of the Agreement, the Third-party Contractor also will provide confirmation to the School District that all emails containing personally identifiable information of the School District's students are returned to the School District and deleted from the Third-party Contractor's email account in accordance with the National Institute of Standards and Technology (NIST) standard 800-88. If, with the consent of the School District, student data or teacher or principal data is to be maintained by the Third-party Contractor for any lawful purpose, such data shall remain in an encrypted format and shall be stored on systems maintained by Third-party Contractor in a secure data facility located within the United States.

10. It is understood that further revisions to this Plan or the Agreement may be necessary to ensure compliance with [New York State Education Law Section 2-d](#) if [School District policies](#)

are adopted or revised or if New York Education Law Section 2-d and [Part 121 of the Regulations of the Commissioner of Education](#) are amended. Third-party Contractor and the School District agree to take such additional steps as may be necessary at that time to facilitate compliance with New York Education Law Section 2-d and Part 121 of the Regulations of the Commissioner of Education.

11. The parties further agree that the terms and conditions set forth in this Plan shall survive the expiration and/or termination of the Agreement.

12. The undersigned representative of Third-party Contractor hereby represents and warrants that the undersigned is the owner or an officer, director, or agent of Third-party Contractor with full legal rights, power, and authority to enter into this Addendum on behalf of Third-party Contractor and to bind Third-party Contractor with respect to the obligations enforceable against Third-party Contractor in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Data Security and Privacy Plan on

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|---------------------------------------------------------------------------------|------------------------------------|
| <u>Hastings-on Hudson Union Free School District</u><br>NAME OF SCHOOL DISTRICT | _____<br>NAME OF VENDOR            |
| <u>Maureen Caraballo, Business Official</u><br>NAME / TITLE OF SIGNATORY        | _____<br>NAME / TITLE OF SIGNATORY |
| _____<br>SIGNATURE                                                              | _____<br>SIGNATURE                 |
| _____<br>DATE                                                                   | _____<br>DATE                      |

## **EXHIBIT 1**

### **HASTINGS-ON-HUDSON UNION FREE SCHOOL DISTRICT**

#### **PARENTS' BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY**

In accordance with New York State Education Law Section 2-d, the Hastings-on-Hudson Union Free 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, as determined by the Superintendent of Schools, 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. Parents have the right to inspect and review the complete contents of their child’s education record.
4. Safeguards associated with industry standards and best practice under state and federal laws protecting the confidentiality of personally identifiable information, including but not limited to, encryption, firewalls, and password protection, must be in place when data is stored or transferred.

5. A complete list of all student data elements collected by the State is available for public review at (<http://www.p12.nysed.gov/irs/vendors/templates.html>) 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.
6. Parents have the right to submit complaints about possible breaches (e.g., unauthorized access to student data) of student data or teacher or principal APPR data. Any such complaint must be submitted, in writing, to the Office of the Superintendent of Schools, Hastings-on-Hudson Union Free School District, 27 Farragut Avenue, Hastings-on-Hudson, New York, 10706.
7. Agreements with third party contractors 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.
8. A parent, student, eligible student, teacher or principal may challenge the accuracy of the student data or teacher or principal data that is collected by filing a written request with the Superintendent of Schools, Hastings-on-Hudson U.F.S.D., 27 Farragut Avenue, Hastings-on-Hudson, New York, 10706.

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|---------------------------------------------------------------------------------|------------------------------------|
| <u>Hastings-on Hudson Union Free School District</u><br>NAME OF SCHOOL DISTRICT | _____<br>NAME OF VENDOR            |
| <u>Maureen Caraballo, Business Official</u><br>NAME / TITLE OF SIGNATORY        | _____<br>NAME / TITLE OF SIGNATORY |
| _____<br>SIGNATURE                                                              | _____<br>SIGNATURE                 |
| _____<br>DATE                                                                   | _____<br>DATE                      |

## **SUPPLEMENTAL INFORMATION FOR THIRD PARTY CONTRACTS**

### **HASTINGS-ON-HUDSON UNION FREE SCHOOL DISTRICT**

For purposes of further ensuring confidentiality and security of student data, each contract (“Agreement”) the Hastings-on-Hudson Union Free School District (the “District”) enters into with a third-party contractor (the “Contractor”) shall include a Data Security and Privacy Plan, which within it includes the District’s Parents’ Bill of Rights and Supplemental Information, the Contractor agrees to also abide by and 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 the 30th of June. 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. If, with the consent of the School District, student data or teacher or principal data is to be maintained by the Third-party Contractor for any lawful purpose, such data shall remain in an encrypted format and shall be stored on systems maintained by Third-party Contractor in a secure data facility located within the United States.
4. **Challenge to Accuracy of Data.** A parent, student, teacher or principal can challenge the accuracy of the data received by or generated by the Third-party Contractor in writing addressed to the Superintendent of Schools, Hastings-on-Hudson Union Free School District, 27 Farragut Avenue, Hastings-on-Hudson, New York, 10706.
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 retentions. 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 seven (7) calendar days 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.

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|---------------------------------------------------------------------------------|------------------------------------|
| <u>Hastings-on Hudson Union Free School District</u><br>NAME OF SCHOOL DISTRICT | _____<br>NAME OF VENDOR            |
| <u>Maureen Caraballo, Business Official</u><br>NAME / TITLE OF SIGNATORY        | _____<br>NAME / TITLE OF SIGNATORY |
| _____<br>SIGNATURE                                                              | _____<br>SIGNATURE                 |
| _____<br>DATE                                                                   | _____<br>DATE                      |