

New Lebanon CSD

DATA SECURITY AND PRIVACY PLAN

If individually identifiable data is provided to or stored by The Contractor pursuant to this agreement (the "Data"), The Contractor agrees that the data are sensitive requiring appropriate levels of security to prevent unauthorized disclosure or modification. Therefore, The Contractor shall be subject to the following requirements:

1. The Contractor shall take all reasonable measures to protect the confidentiality of the Data as required by federal and state laws and regulations applicable to The Contractor . These may include but are not limited to Personal Privacy Protection Law and Education Law §2-d; the Family Educational Rights and Privacy Act; internet security laws; and any regulations promulgated thereunder.
2. The Contractor has full and final responsibility for the security of the Data. The Contractor agrees to implement reasonable technical and physical security measures to ensure the confidentiality, integrity and availability of the Data. The Contractor should review its implementation and maintenance of its security review periodically to protect the data in strict compliance with statutory and regulatory requirements.
3. The Contractor 's security measures must also include:
 - a. Provision that access to the Data is restricted solely to staff who need such access to carry out the responsibilities of The Contractor under this agreement, and that such staff will not release such Data to any unauthorized party;
 - b. All confidential Data are stored on computer and storage facilities maintained within Contractor's computer networks, behind appropriate firewalls;
 - c. Access to computer applications and Data are managed through appropriate user ID/password procedures;
 - d. Contractor's computer network storing the Data is scanned for inappropriate access through an intrusion detection system;
 - e. That Contractor have a disaster recovery plan;
 - f. Satisfactory redundant and uninterruptible power and fiber infrastructure provisions; and
4. This agreement shall expire three (3) years after the date of final signature below. Upon termination or expiration of this Agreement, or at such point that the Data are no longer needed for the purpose referenced in this Agreement all hard copies of personally identifiable Data in the possession of The Contractor must be securely destroyed, and all electronic Data must be purged from the network in a manner that does not permit retrieval of the data.
5. If personally identifiable data of students, teachers or building principals will be disclosed to The Contractor by NLCSD for purposes of The Contractor providing services to NLCSD, The Contractor must comply with the following requirements of Education Law §2-d (Chapter 56, Subpart L of the Laws of 2014) and any implementing regulations:
 - a. Any officers or employees of the third-party contractor and its assignees who have

- access to student data or teacher or principal data have received or will receive training on the federal and state law governing confidentiality of such data prior to receiving access;
- b. limit internal access to education records to those individuals that are determined to have legitimate educational interests;
 - c. not use the education records for any other purposes than those explicitly authorized in its contract;
 - d. except for authorized representatives of the third party contractor to the extent they are carrying out the contract, 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 a notice of the disclosure to the district, district board of education, no later than the time the information is disclosed, unless providing notice of the disclosure is expressly prohibited by the statute or court order;
 - e. maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of personally identifiable student information in its custody; and
 - f. Use encryption technology consistent with Education Law §2-d and any implementing regulations.
6. Contractor must ensure that any disclosed aggregated data cannot reasonably be used to identify a particular individual.
 7. Contractor agrees that all Data shall remain at all times the property of the State, and may not be used for any purpose other than the purpose outlined in this Agreement without the express written permission of New Lebanon Central School District (NLCSD). The Contractor has no ownership of or licensing rights to the Data except as provided in this Agreement, and Contractor specifically agrees that it will not sell, give or otherwise transfer the Data to any third party without NLCSD's express prior approval.
 8. The Contractor must ensure that these confidentiality and security provisions apply to any subcontractor engaged by The Contractor for the work under this agreement. The Contractor shall take full responsibility for the acts and omissions of its subcontractors, and the use of subcontractors shall not impair the rights of NLCSD against The Contractor in accordance with this Agreement.
 9. Security of Location - Server room will remain a restricted access.
 10. Breach Notification.
 - a. Contractor shall be required to notify NLCSD of any breach of security resulting in an unauthorized release of data in accordance with Education Law §2-d and any implementing regulations. Upon such notification, NLCSD shall take appropriate action in accordance with Education Law §2-d and any implementing regulations.

- b. In the event that NLCSD is required, pursuant to Education Law §2-d(6)(b), to notify one or more parent, eligible student, teacher or principal of an unauthorized release of student data by The Contractor or its assignee, The Contractor shall promptly reimburse NLCSD for the full cost of such notification.
- c. Contractor acknowledges that it may be subject to penalties under Education Law §§2-d(6) and 2-d(7) for unauthorized disclosure of personally identifiable student, teacher or principal data.
- d. Contractor agrees that it will cooperate and promptly comply with any inquiries from NLCSD based upon the district's receipt of a complaint or other information indicating that an improper or unauthorized disclosure of personally identifiable information may have occurred. Contractor will permit on-site examination and inspection, and will provide at its own cost necessary documentation or testimony of any employee, representative or assignee of Contractor relating to the alleged improper disclosure of data.
- e. Contractor acknowledges and agrees to the terms of the New Lebanon Parents' Bill of Rights for Data Privacy and Security
 - (i)

ExploreLearning, LLC
Name of Vendor Business

Julia M. Given
Vendor Representative Signature

Julia M Given, VP Finance
Vendor Representative Name and Title (printed)

PARENTS' BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY

1. The right to inspect and review the student's education records within 45 days of the day the district receives a request for access. Parents or eligible students should submit to the Building Principal a written request that identifies the records they wish to inspect. The Principal will make arrangements for access and notify the parent or eligible student of the time and place where the records may be inspected.
2. The right to request the amendment of the student's education records that the parent or eligible student believes is inaccurate or misleading or otherwise in violation of the student's privacy under FERPA. Parents or eligible students may ask the district to amend a record that they believe is inaccurate or misleading by writing the Principal, clearly identifying the part of the record they want changed, and specifying why it is inaccurate or misleading.

If the district decides not to amend the record as requested by the parent or eligible student, the district will notify the parent or eligible student of the decision and advise them of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing.

3. The right to provide written consent before the district discloses personally identifiable information contained in the student's education records, except to the extent that FERPA authorizes disclosure without consent. The exceptions, which permit disclosure without consent, include disclosure to school officials with legitimate educational interests or an authorized representative. A school official is a person employed by the district as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel); a person serving on the school board; a person or company with whom the district has contracted to perform a special task (such as an attorney, auditor, medical consultant, or therapist); or a parent or student serving on an official committee, such as a disciplinary or grievance committee, or assisting another school official in performing his or her tasks. A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility.

An authorized representative is any individual or entity designated by a State or local educational authority or a Federal agency headed by the Secretary, the Comptroller General or the Attorney General to carry out audits, evaluations, or enforcement or compliance activities relating to educational programs.

Upon request, the district discloses education records without consent to officials of another school district in which a student seeks or intends to enroll.

4. The right to file a complaint with the New Lebanon CSD concerning alleged failures by the district to comply with the requirements of FERPA. Complaints should be addressed to:

New Lebanon Data Privacy Officer

14665 State Route 22

New Lebanon, NY 12125