

Parents' Bill of Rights for Data Privacy and Security

In accordance with New York State Education Law Section 2-d, the Eastchester 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, 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 Eastchester UFSD Board of Education Policy on Student Records (#5125), parents have the right to inspect and review the complete contents of their child's education record;

(5) The District has safeguards in place including, but not limited to, encryption, firewalls, and password protection to protect student data, including personally identifiable information stored or transferred by the District.

(6) New York State, through the New York State Education Department, collects a number of student data elements for authorized uses. A complete list of all student data elements collected by the State is available for public review, at http://www.p12.nysed.gov/irs/data_collection.html

(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:

Eastchester UFSD
Mr. Scott Wynne, Assistant Superintendent for Curriculum and Instruction
580 White Plains Road
Eastchester, NY 10703
(914) 793-6130, x4201
swynne@eastchester.k12.ny.us

Supplemental Information for Third-Party Contracts

The Eastchester Union Free School District provides certain student, principal or teacher data to the Third-Party Contractors listed below, as defined in Education Law Section 2-d. **Please note that all information in these systems is used solely for educational purposes.**

(1) Renaissance Learning

- a. Purpose: Diagnostic Reading Program;
- b. Safeguards: Encryption, firewalls, and password protection;
- c. This agreement expires on June 30th of each school year. After the expiration of this agreement, the student data is maintained if the agreement is extended or purged if the agreement is terminated;
- d. Data will be stored on an encrypted and password protected website.

(2) Castle Learning

- a. Purpose: Curriculum supplement;
- b. Safeguards: Encryption, firewalls, and password protection;
- c. This agreement expires on June 30th of each school year. After the expiration of this agreement, the student data is maintained if the agreement is extended or purged if the agreement is terminated;
- d. Data will be stored on an encrypted and password protected website.

(3) IEP Direct

- a. Purpose: IEP management software for students with IEPs;
- b. Safeguards: Encryption, firewalls, and password protection;
- c. This agreement expires on June 30th of each school year. After the expiration of this agreement, the student data is maintained if the agreement is extended or purged if the agreement is terminated;
- d. Data will be stored on an encrypted and password protected website.

(4) eSchool Plus

- a. Purpose: Student management system;
- b. Safeguards: Encryption, firewalls, and password protection;
- c. This agreement expires on June 30th of each school year. After the expiration of this agreement, the student data is maintained if the agreement is extended or purged if the agreement is terminated;
- d. Data will be stored on an encrypted and password protected website.

(5) Lexia

- a. Purpose: Supplementary English language arts support program;
- b. Safeguards: Encryption, firewalls, and password protection;
- c. This agreement expires on June 30th of each school year. After the expiration of this agreement, the student data is maintained if the agreement is extended or purged if the agreement is terminated;
- d. Data will be stored on an encrypted and password protected website.