# KIPP : Albany
## COMMUNITY PUBLIC SCHOOLS

**KIPP ALBANY COMMUNITY PUBLIC CHARTER SCHOOLS DATA PRIVACY PLAN AND PARENTS' BILL OF RIGHTS FOR DATA SECURITY AND PRIVACY**

In accordance with the requirements of New York Education Law § 2-d, the KIPP Albany Community Charter Schools ("School") provides a Parents' Bill of Rights with respect to maintaining the privacy and security of student data:

This Notice Includes the Bill of Rights and describes The Data Security and Privacy Plan that is used whenever the School enters into an Agreement with a Third-Party Contractor ("Contractor") that requires the disclosure to the Contractor of student data, teacher data or principal/school leader(s) data containing personally identifiable information ("PII"). Pursuant to Section 2-d of the New York Education Law ("Section 2-d") any such Agreement must include a Data Security and Privacy Plan and must incorporate the School's Parents' Bill of Rights for Data Security and Privacy.

### Parents Bill of Rights

1.  A student's personally identifiable information (PII) cannot be sold or released for any commercial purposes.

2.  The School assures that the confidentiality of electronically stored PII is protected using safeguards that comport with industry standards and best practices, including but not limited to, encryption, secure firewalls and password protection when student data is stored or transferred.

3.  Parents have a right to inspect and review the complete contents of the student's educational record, including portions of the record that are stored electronically, even when the record is maintained by a third-party contractor.

4.  Parents have a right to review a complete list of all student data elements collected by the New York State Education Department ("NYSED"), published on NYSED's website at http://www.p12.nysed.gov/irs/sirs/documentation/NYSEDstudentData.xlsx.  Parents may obtain a copy of this list by writing to the Office of Information & Reporting Services, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, NY 12234.

5.  Parents have the right to file complaints with the School about possible privacy breaches of student data by the School's third-party contractors or their employees, officers, or assignees, or with NYSED. Complaints to the School may be submitted to the School's Data Protection Officer, and can be submitted online by clicking here or in writing to;

KIPP Albany Community Public Charter Schools
C/O Data Security Officer
321 Northern Blvd
Albany, NY 12201

6. Complaints to NYSED should be directed in writing to the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany NY  12234, emailed to CPO@mail.nysed.gov.

## Data Security and Privacy Plan for the Third-Party Contractor

Any Contractor that the School uses that may obtain PII will agree to the following terms which shall be incorporated into its contract for services ("the Contract") with the School and it shall adhere to the following provisions:

A) The Contractor's storage use and transmission of student and teacher/principal PII shall be consistent with the School's Data Security and Privacy Policy available on the School's website.

B) Contractor shall not sell personally identifiable information nor use or disclose it for any marketing or commercial purpose or permit another party to do so.

C) The exclusive purposes for which the student data, teacher data or principal data will be used under the contract are set forth in Services Agreement, and such data will be used by the Contractor only for the term of the Contract.

D) The Contractor shall maintain the following administrative, operational and technical safeguards and practices in place to protect PII, which shall align with the NIST Cybersecurity Framework, including:

   i) PII data will be protected using encryption while in motion and at rest by industry standard safeguards and best practices, such as firewalls, passwords, and two-factor authentication.

   ii) PII will be stored in a manner as to protect its security and to mitigate any potential security risks. Specifically, all student data and/or teacher or principal data will be stored electronically. The security of this data will be ensured by industry standard safeguards and best practices, such as firewalls, passwords, and two-factor authentication.

E) The Contractor shall ensure that no PII is disclosed to employees, subcontractors, or other persons or entities unless they have a legitimate educational interest and only for purposes necessary to provide services under the Contract.

F) Contractor shall not disclose PII to any party other than those set forth in this Agreement, without prior written parental consent or unless required by law or court order.  If disclosure of PII is required by law or court order, the Contractor shall notify the School no later than the time the PII is disclosed unless such notice is expressly prohibited by law or the court order.

G) Contractor shall ensure that all employees, subcontractors, or other persons or entities who have access to PII will abide by all applicable data protection and security requirements, including, but not limited to those outlined in applicable laws and regulations (e.g., FERPA, Education Law Section 2-d). Contractor shall provide training to any employees, subcontractors, or other persons or entities to whom it discloses PII on the federal and state laws governing confidentiality of such data prior to allowing access.

H) Upon expiration of the contract, the PII will be returned to the School and/or destroyed. Specifically, connections to source systems will be terminated immediately and all PII stored electronically on the Contractor side will be deleted within 90 days. All PII stored offline will be destroyed within 90 days.

I) The Contractor shall take the following steps to identify breaches or unauthorized releases of PII and to notify the School upon learning of an unauthorized release of PII.

   (i) Provide prompt notification to the School no later than seven (7) calendar days from date of discovery of a breach or unauthorized release of PII. Contractor shall provide notification to the School's data privacy officer by phone and by email.

   (ii) Contractor shall cooperate with the School and law enforcement to protect the integrity of the investigation of any breach or unauthorized release of PII.

   (iii) Where a breach or unauthorized release is attributed to the Contractor, the Contractor shall pay for or promptly reimburse the School for the full cost of such notification. Contractor may also be subject to certain penalties, including but not limited to monetary fine, training on federal and state law regarding confidentiality of data, and preclusion from accessing PII from the School for up to five years.

J) The Contractor acknowledges that it has received the Parents Bill of Rights and agrees to abide by its terms.

K) The School shall publish this contract addendum on its website.