

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

In accordance with New York State Education Law Section 2-d, the Southern Westchester Board of Cooperative Educational Services ("Southern Westchester BOCES") 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 assure 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 Southern Westchester BOCES will, upon request of parents, legal guardians or eligible students, or if otherwise required by law, disclose student records to officials of another school district in which a student seeks to enroll. An eligible student is a student who has reached 18 years of age or attends a postsecondary institution.
  
- (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 Southern Westchester BOCES reasonably believes knows the identity of the student to whom the education record relates.

- (4) In accordance with FERPA, Section 2-d and Southern Westchester BOCES Policy No. 6320, Student Records: Access and Challenge, parents and legal guardians have the right to inspect and review the complete contents of their child's education record.
- (5) Southern Westchester BOCES has the following safeguards in place: Encryption, firewalls and password protection, which must be in place when data is stored or transferred.
- (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 the following links or can be obtained by writing to the Office of Information and Reporting Services, New York State Education Department, Room 865 EBA, 89 Washington Avenue, Albany, NY 12234:

[http://www.p12.nysed.gov/irs/data\\_reporting.html](http://www.p12.nysed.gov/irs/data_reporting.html)

<http://data.nysed.gov/>

<http://www.p12.nysed.gov/irs/sirs/documentation/nyssisguide.pdf>

- (7) Eligible students, parents and legal guardians have the right to have complaints about possible breaches of student data addressed. Any such complaint should be submitted, in writing, to the Data Protection Officer of Southern Westchester BOCES at [dpo@swboces.org](mailto:dpo@swboces.org) or at 450 Mamaroneck Avenue, Harrison, New York 10528. Parents can direct any complaints regarding possible breaches via the electronic form on the Southern Westchester BOCES home page, under Resources, and Student Privacy. The complaint form can also be found by going to <https://bit.ly/swbdatabreach>. Alternatively, a written complaint may also be submitted to the Chief Privacy Officer of the New York State Education Department using the form available at <http://www.nysed.gov/student-data-privacy/form/report-improper-disclosure> or writing to Privacy Complaint, Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, New York 12234.

#### **Supplemental Information Regarding Third-Party Contractor:**

Diligent Corporation may receive or have access to student data or teacher or principal data protected by New York Education Law Section 2-d ("Protected Data") by providing its BoardDocs™ software-as-a-service offering ("BoardDocs") to Southern Westchester BOCES ("BOCES") and/or its participating school districts, and in receiving or accessing such Protected Data Diligent Corporation is a third-party contractor under New York State Education Law Section 2-d. Each contract Southern Westchester BOCES enters into with a third party contractor where the third party contractor receives Protected Data will include information addressing the following:

1. The exclusive purposes for which the student data or teacher or principal data will be used: to provide members of the Board of Education and central administrators with access through BoardDocs to Protected Data when needed for the Board of Education to make an informed decision regarding a particular individual, incident or occurrence.
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: Any subcontractor/service provider engaged by Diligent Corporation to perform any of Diligent Corporation's obligations with respect to subscriptions to BoardDocs obtained by BOCES and its participating school districts will be required to comply with the data protection obligations imposed on Diligent Corporation by state and federal law as well as comply with the Education Law 2-d Agreement between BOCES and Diligent Corporation and the Data Privacy and Security Plan of Diligent Corporation attached to it.
3. When the agreement expires and what happens to the student data or teacher or principal data upon expiration of the agreement: Upon request, within thirty (30) days of the expiration of the subscription to BoardDocs, whether at the conclusion of all renewal terms or following the early termination of a subscription to BoardDocs during the initial or any renewal term, Contractor (a) will make available by secure transmission any and all Protected Data to Southern Westchester BOCES or the applicable school district who has purchased a subscription to BoardDocs through Southern Westchester BOCES in a format that can be easily read and imported into commonly used productivity tools for a period not to exceed thirty (30) days from the date of termination, and (b) after making such Protected Data available, any and all such Protected Data shall be securely deleted or destroyed within one hundred twenty (120) days of the date of termination by, at a minimum, wiping drives by writing zeros to all bits (or alternative method that is acceptable to SWBOCES)..
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: In the event that a student's parent or guardian or an eligible student seeks to challenge the accuracy of student data pertaining to a particular student that is maintained, stored, transmitted or generated by Diligent Corporation in connection with the subscriptions to BoardDocs of BOCES and its participating school districts, the challenge will be directed to BOCES and/or the applicable participating school district in which the student is enrolled and processed in accordance with the procedures of BOCES and/or such participating school district. 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 that is maintained, stored, transmitted or generated by Diligent Corporation in connection with the subscriptions to BoardDocs of BOCES and its participating school districts, the challenge will be directed to BOCES and/or the participating school district that employs the teacher and/or principal and processed in accordance with the procedures BOCES and/or the employing participating school district has established for challenging annual professional

performance review data.

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 while in motion and at rest: Application services provided are distributed between two data centers. The servers sit behind enterprise load-balancers that are connected to redundant, high-speed network connections. The co-location data centers reside within the United States located in Denver, CO and Secaucus, NJ. Both co-location data centers provide Tier 3 level features including emergency backup environmental systems for continuous 24 x 7 operation. Monitoring software is used within the production environment to monitor on a 24/7 basis and alert engineering and production operations staff. All end-user access to information stored in BoardDocs is encrypted and transmitted via HTTPS. All authenticated access is protected by SSL certificate issued by a Certificate Authority. TLS 1.2 encryption applies to data in transit. Firewalls and Intrusion Detection/Intrusion Prevention system is used to protect the Service network. Diligent Employees with access to the underlying infrastructure is limited to authorized personnel only through VPN to create secure and encrypted connections.

**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. Except for authorized representatives of the third party contract to the extent they are carrying out the contract, 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 BOCES of any breach of security resulting in an unauthorized release of student data

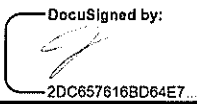
or teacher or principal data, in the most expedient way possible and without unreasonable delay and in no event more than seven (7) calendar days after discovering that any personally identifiable information and/or data of BOCES or one its participating school districts has been breached and/or released without authorization and to take immediate steps to limit and mitigate the damages of such breach or release to the greatest extent practicable;

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 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 BOCES Parents' Bill of Rights must be made a part of Contractor's Data Security and Privacy Plan.

**DILIGENT CORPORATION**

BY:  \_\_\_\_\_

DATED: July 26, 2023 | 12:52 PM EDT

NAME: John Van Arsdale

TITLE: General Counsel