

## **SUBJECT: INFORMATION AND DATA PRIVACY, SECURITY, BREACH AND NOTIFICATION**

The Board of Education acknowledges the heightened concern regarding the rise in identity theft and the need for secure networks and prompt notification when security breaches occur. The Board adopts the National Institute for Standards and Technology Cybersecurity Framework Version 1.1 (NIST CSF) for data security and protection. The Data Privacy Officer is responsible for ensuring the district's systems follow NIST CSF and adopt technologies, safeguards and practices which align with it. This will include an assessment of the district's current cybersecurity state, their target future cybersecurity state, opportunities for improvement, progress toward the target state, and communication about cyber security risk.

The Board will designate a Data Protection Officer to be responsible for the implementation of the policies and procedures required in Education Law §2-d and its accompanying regulations, and to serve as the point of contact for data security and privacy district.

The Board directs the Superintendent of Schools, in accordance with appropriate business and technology personnel, and the Data Protection Officer to establish regulations which address:

- the protections of “personally identifiable information” of student and teachers/principal under Education Law §2-d and Part 121 of the Commissioner of Education;
- the protections of “private information” under State Technology Law §208 and the NY SHIELD Act; and
- procedures to notify persons affected by breaches or unauthorized access of protected information.

### *I. Student and Teacher/Principal “Personally Identifiable Information” under Education Law §2-d*

#### *A. General Provisions*

*PII* as applied to student data is as defined in Family Educational Rights and Privacy Act which includes certain types of information that could identify a student, and is listed in the accompanying regulation 4010-R. *PII* as applied to teacher and principal data, means results of Annual Professional Performance Reviews that identify the individual teachers and principals, which are confidential under Education Law §§3012-c and 3012-d, except where required to be disclosed under state law and regulations.

The Data Protection Officer will see that every use and disclosure of personally identifiable information (*PII*) by the district benefits students and the district (e.g., improve academic

achievement, empower parents and students with information, and/or advance efficient and effective school operations). However, PII will not be included in public reports or other documents.

The district will protect the confidentiality of student and teacher/principal PII while stored or transferred using industry standard safeguards and best practices, such as encryption, firewalls, and passwords. The district will monitor its data systems, develop incident response plans, limit access to PII to district employees and third-party contractors who need such access to fulfill their professional responsibilities or contractual obligations, and destroy PII when it is no longer needed.

Certain federal laws and regulations provide additional rights regarding confidentiality of and access to student records, as well as permitted disclosures without consent, which are addressed in policy and regulation, Student Records.

Under no circumstances will the district sell PII. It will not disclose PII for any marketing or commercial purpose, facilitate its use or disclosure by any other party for any marketing or commercial purpose, or permit another party to do so. Further, the district will take steps to minimize the collection, processing, and transmission of PII.

Except as required by law or in the case of enrollment data, the district will not report the following student data to the State Education Department:

1. juvenile delinquency records;
2. criminal records;
3. medical and health records; and
4. student biometric information.

The district has created and adopted a Parent's Bill of Rights for Data Privacy and Security (see Exhibit 1800-E). It has been published on the district's website at [www.cscsd.org](http://www.cscsd.org) and can be requested from the District Clerk.

#### B. Third-party Contractors

The district will ensure that contracts with third-party contractors reflect that confidentiality of any student and/or teacher or principal PII be maintained in accordance with federal and state law and the district's data security and privacy policy.

Each third-party contractor that will receive student data or teacher or principal data must:

1. adopt technologies, safeguards and practices that align with the NIST CSF;
2. comply with the district's data security and privacy policy and applicable laws impacting the district;
3. limit internal access to PII to only those employees or sub-contractors that need access to provide the contracted services;
4. not use the PII for any purpose not explicitly authorized in its contract;

5. not disclose any PII to any other party without the prior written consent of the parent or eligible student (i.e., students who are eighteen years old or older):
  - a. except for authorized representatives of the third-party contractor to the extent they are carrying out the contract; or
  - b. unless required by statute or court order and the third-party contractor provides notice of disclosure to the district, unless expressly prohibited.
6. maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of PII in its custody;
7. use encryption to protect PII in its custody; and
8. not sell, use, or disclose PII for any marketing or commercial purpose, facilitate its use or disclosure by others for marketing or commercial purpose, or permit another party to do so. Third party contractors may release PII to subcontractors engaged to perform the contractor's obligations, but such subcontractors must abide by data protection obligations of state and federal law, and the contract with the district.

If the third-party contractor has a breach or unauthorized release of PII, it will promptly notify the district in the most expedient way possible without unreasonable delay but no more than seven calendar days after the breach's discovery.

#### C. Third-Party Contractors' Data Security and Privacy Plan

The district will ensure that contracts with all third-party contractors include the third-party contractor's data security and privacy plan. This plan must be accepted by the district.

At a minimum, each plan will:

1. outline how all state, federal, and local data security and privacy contract requirements over the life of the contract will be met, consistent with this policy;
2. specify the safeguards and practices it has in place to protect PII;
3. demonstrate that it complies with the requirements of Section 121.3(c) of this Part specify how those who have access to student and/or teacher or principal data receive or will receive training on the federal and state laws governing confidentiality of such data prior to receiving access;
4. specify if the third-party contractor will utilize sub-contractors and how it will manage those relationships and contracts to ensure personally identifiable information is protected;
5. specify how the third-party contractor will manage data security and privacy incidents that implicate personally identifiable information including specifying any plans to identify breaches and unauthorized disclosures, and to promptly notify the district;
6. describe if, how and when data will be returned to the district, transitioned to a successor contractor, at the district's direction, deleted or destroyed by the third-party contractor when the contract is terminated or expires.

#### D. Training

The district will provide annual training on data privacy and security awareness to all employees who have access to student and teacher/principal PII.

#### E. Reporting

Any breach of the district's information storage or computerized data which compromises the security, confidentiality, or integrity of student or teacher/principal PII maintained by the district will be promptly reported to the Data Protection Officer, the Superintendent and the Board of Education.

#### F. Notifications

The Data Privacy Officer will report every discovery or report of a breach or unauthorized release of student, teacher or principal PII to the State's Chief Privacy Officer without unreasonable delay, but no more than 10 calendar days after such discovery.

The district will notify affected parents, eligible students, teachers and/or principals in the most expedient way possible and without unreasonable delay, but no more than 60 calendar days after the discovery of a breach or unauthorized release or third-party contractor notification.

However, if notification would interfere with an ongoing law enforcement investigation, or cause further disclosure of PII by disclosing an unfixed security vulnerability, the district will notify parents, eligible students, teachers and/or principals within seven calendar days after the security vulnerability has been remedied, or the risk of interference with the law enforcement investigation ends.

The Superintendent, in consultation with the Data Protection Officer, will establish procedures to provide notification of a breach or unauthorized release of student, teacher or principal PII, and establish and communicate to parents, eligible students, and district staff a process for filing complaints about breaches or unauthorized releases of student and teacher/principal PII.

#### *"Private Information" under State Technology Law §208*

"Private information" is defined in State Technology Law §208, and includes certain types of information, outlined in the accompanying regulation, which would put an individual at risk for identity theft or permit access to private accounts. "Private information" does not include information that can lawfully be made available to the general public pursuant to federal or state law or regulation.

Any breach of the district's information storage or computerized data which compromises the security, confidentiality, or integrity of "private information" maintained by the district must be promptly reported to the Superintendent and the Board of Education.

The Board directs the Superintendent of Schools, in accordance with appropriate business and technology personnel, to establish regulations which:

- Identify and/or define the types of private information that is to be kept secure;
- Include procedures to identify any breaches of security that result in the release of private information; and
- Include procedures to notify persons affected by the security breach as required by law.

### *III. Employee "Personal Identifying Information" under Labor Law § 203-d*

Pursuant to Labor Law §203-d, the district will not communicate employee "personal identifying information" to the general public. This includes:

1. social security number;
2. home address or telephone number;
3. personal email address;
4. Internet identification name or password; 5. parent's surname prior to marriage; and
6. drivers' license number.

In addition, the district will protect employee social security numbers in that such numbers will not be:

1. publicly posted or displayed; visibly printed on any ID badge, card or timecard; 3. placed in files with unrestricted access; or
4. used for occupational licensing purposes.

Employees with access to such information will be notified of these prohibitions and their obligations.

Ref:

State Technology Law §§201-208

Labor Law §203-d

Education Law §2-d

8 NYCRR Part 121

Adopted: 5/18/2020

Revised: 2022

**SUBJECT:****PARENTS' BILL OF RIGHTS FOR STUDENT DATA PRIVACY AND SECURITY**

The Campbell-Savona Central School District, in recognition of the risk of identity theft and unwarranted invasion of privacy, affirms its commitment to safeguarding student personally identifiable information (PII) in educational records from unauthorized access or disclosure in accordance with State and Federal law. The Campbell-Savona Central School District establishes the following parental bill of rights:

- Student PII will be collected and disclosed only as necessary to achieve educational purposes in accordance with State and Federal Law.
- A student's personally identifiable information cannot be sold or released for any marketing or commercial purposes by the district or any a third-party contractor. The district will not sell student personally identifiable information and will not release it for marketing or commercial purposes, other than directory information released by the district in accordance with district policy;
- Parents have the right to inspect and review the complete contents of their child's education record (for more information about how to exercise this right, see #4010-R;
- State and federal laws, such as NYS Education Law §2-d and the Family Educational Rights and Privacy Act, protect the confidentiality of students' personally identifiable information. Safeguards associated with industry standards and best practices, including but not limited to, encryption, firewalls, and password protection, must be in place when data is stored or transferred;
- A complete list of all student data elements collected by the State Education Department is available for public review at <http://nysed.gov.data-privacy-security> or by writing to: Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, NY 12234
- Parents have the right to have complaints about possible breaches and unauthorized disclosures of student data addressed. Complaints should be directed to Data Privacy Officer, Ca. Complaints can also be directed to the New York State Education Department online at <http://nysed.gov.data-privacy-security>, by mail to the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, NY 12234 or by email to [privacy@mail.nysed.gov](mailto:privacy@mail.nysed.gov) or by telephone at 5178-474-0937.
- Parents have the right to be notified in accordance to applicable laws and regulations if a breach or unauthorized release of their student's PII occurs.

- Parents can expect that educational agency workers who handle PII will receive annual training on applicable federal and state laws, regulations, educational agency's policies and safeguards which will be in alignment with industry standards and best practices to protect PII
- In the event that the District engages a third-party provider to deliver student educational services, the contractor or subcontractors will be obligated to adhere to State and Federal Laws to safeguard student PII. Parents can request information about third party contractors by contacting Data Privacy Officer, 607-527-9800, [janderson@cscsd.org](mailto:janderson@cscsd.org) or can access the information on the district's website [www.cscsd.org](http://www.cscsd.org).

\* \* \*

## **PARENT BILL OF RIGHTS FOR STUDENT DATA PRIVACY AND SECURITY THIRD PARTY CONTRACTOR SUPPLEMENT**

The Cengage Learning, Inc. ("Cengage") has been engaged by the Campbell-Savona Central School District to provide services. In this capacity, the company may collect, process, manage, store or analyze student or teacher/principal personally identifiable information (PII).

The Cengage will provide the district with Online digital access, where teacher and student logins are established to use our online learning platform with a personalized teaching experience with relevant assignments that guide students to analyze, apply, and improve thinking, allowing you to measure skills and outcomes with ease.

Cengage will ensure that subcontractors or others that the company shares PII will abide by data protection and security requirements of district policy, and state and federal law and regulations by performing privacy and security diligence on subcontractors and entering into written contracts with subcontractors that include privacy and security requirements and limit subcontractors' processing of PII to the provision of the services.

PII will be stored by Cengage's IT technology, or IaaS systems provided by industry leading cloud hosting organizations with adequate and appropriate security measures, IT controls, and governance. Active monitoring and alerting are utilized via best-in-class toolsets.

Parents may challenge the accuracy of PII held by Cengage Learning, Inc. by contacting Data Privacy Officer, 607-527-9800, [janderson@cscsd.org](mailto:janderson@cscsd.org).

Cengage will take reasonable measures to ensure the confidentiality of PII by implementing the following:

- Password protections – Cengage manages identity and access management through the use of passwords and other access controls, such as multi-factor authentication, for access to PII and systems that contain such PII. Such passwords are consistent with NIST requirements.
- Administrative procedures – Physical access to Cengage-owned data centers and co-location are managed through a standard access management process. IaaS providers employ documented and tested access management controls. Cengage requires all employees who handle PII to complete regular privacy and security training through in-person, virtual live, and video-on-demand methods. Cengage imposes similar training requirements on subcontractors with respect to subcontractor employees.
- Encryption while PII is in motion and at rest using TLS encryption for data in transit, and industry accepted encryption schemes for at-rest data.
- Firewalls

The contractor's agreement with the district begins on September 1, 2025 and ends on August 31, 2026. Once the contractor has completed its service to the district, records containing student PII will be destroyed by 60 days upon written request from District via Cengage securely disposes of student PII using data deletion and destruction methodologies consistent with NIST publications and industry standards, within sixty (60) days of termination of the contract.




### Supplemental Contract Information

SUPPLEMENTAL INFORMATION ELEMENT	2-D	121	SUPPLEMENTAL INFORMATION
The exclusive purpose(s) for which the student data or teacher or principal data will be used by the third- party contractor, as defined in the contract	3(c)	3(c)	Providing the services requested by the district, including troubleshooting, developing, maintaining, and providing customer service regarding such services.
How the contractor will ensure that any other entities with which it shares the protected data, if any, will comply with the data protection and security provisions of law, regulation and this contract	3(c)	3(c)	Cengage performs privacy and security diligence on subcontractors and enters into written contracts with subcontractors that include privacy and security requirements and limit subcontractors' processing of PII to the provision of the services.
When the agreement expires and what happens to the protected data when the agreement expires	3(c)	3(c)	The agreement expires on September 1, 2025. Cengage will securely delete such data in compliance with its data retention and deletion policies.
If a parent, student, or eligible student may challenge the accuracy of the protected data that is collected; if they can challenge the accuracy of the data, describe how	3(c)	3(c)	They may contact the district, who will then contact the Contractor via email to <a href="mailto:privacy@cengage.com">privacy@cengage.com</a> in order for Contractor to provide the requested data or to make corrections to student data (in accordance with District instructions).
Where the protected data will be stored (described in a way that protects data security), and the security protections taken to ensure such data will be protected and data security and privacy risks mitigated	3(c)	3(c)	Protected data will be stored using Cengage IT technology, or IaaS systems with adequate and appropriate security measures, IT controls, and governance. Active monitoring and alerting are utilized via best-in-class toolsets. Cengage uses identity and access management with MFA, application security testing, security monitoring and alerting solutions, access control solutions, endpoint detection and response solutions to protect protected data.
How the data will be protected using encryption.	3(c)	3(c)	Cengage utilizes industry accepted encryption for in-flight and at rest data, in particular TLS encryption for data in transit and industry accepted encryption schemes for at-rest data.

**All vendors must sign below to verify that the above has been read and that the terms and conditions of these documents will be adhered to. If the page is not signed, business will not be conducted with vendor(s). If this page is signed and it is determined that the vendor(s) was unable to provide as specified, vendor may be deemed non-responsive. The contract is good one year from the date of signature.**

Vendor: Cengage Learning, Inc.

Signature: 

Date: 08/27/2025