

# Spectrum Enterprise

## Proposal for Ulster County BOCES

Network RFP 21-18

Submission Date: 11/6/2020

Presented To:  
Erin Lynch  
Administration Building  
175 Rt. 32 North  
New Paltz, NY 12561  
elynch@ulsterboces.org

Presented By:  
Nicholas Montaque  
Major Account Executive - Gov't/Ed  
90 Crystal Run Rd  
Middletown, NY 10941  
(845) 695-7127  
Nicholas.Montaque@charter.com

**ATTACHMENT  
"E"**

**EDUCATION LAW 2-D  
RIDER**

New York State Education Law 2-d was enacted in 2014 to address concerns relative to securing certain personally identifiable information. In order to comply with the requirements of Education Law 2-d, educational agencies and certain third-party contractors who contract with educational agencies must take certain additional steps to secure such data. These steps include enacting and complying with a Parents' "Bill of Rights" relative to Protected Data, ensuring that each third-party contractor has a detailed data privacy plan in place to ensure the security of such data, and that each third-party contractor sign a copy of the educational agency's Parents' Bill of Rights, thereby signifying that the third-party contractor will comply with such Parents' Bill of Rights. This Agreement is subject to the requirements of Education Law 2-d and Vendor is a covered third-party contractor

In order to comply with the mandates of Education Law 2-d, and notwithstanding any provision of the Agreement between Ulster BOCES and Vendor to the contrary, Vendor agrees as follows:

Vendor will treat "Protected Data" (as defined below) as confidential and shall protect the nature of the Protected Data by using the same degree of care, but not less than a reasonable degree of care, as the Vendor uses to protect its own confidential data, so as to prevent the unauthorized dissemination or publication of Protected Data to third parties. Vendor shall not disclose Protected Data other than to those of its employees or agents who have a need to know such Protected Data under this Agreement. Vendor shall not use Protected Data for any other purposes than those explicitly provided for in this Agreement. All Protected Data shall remain the property of the disclosing party. As more fully discussed below, Vendor shall have in place sufficient internal controls to ensure that Ulster BOCES' and/or its participants' Protected Data is safeguarded in accordance with all applicable laws and regulations, including, but not limited to, CIPA, FERPA, HIPAA and Part 121 of the Regulations of the Commissioner of Education, as it may be amended from time-to-time, if applicable.

"Protected Data" includes any information rendered confidential by State or federal law, including, but not limited to student data, student demographics, scheduling, attendance, grades, health and discipline tracking, and all other data reasonably considered to be sensitive or confidential data by Ulster BOCES and/or a participant. Protected Data also includes any information protected under Education Law 2-d including, but not limited to:

"Personally identifiable information" from student records of Ulster BOCES and/or its Participants as that term is defined in §99.3 of the Family Educational Rights and Privacy Act (FERPA).

-AND-

Personally identifiable information from the records of Ulster BOCES and/or its participants relating to the annual professional performance reviews of classroom

teachers or principals that is confidential and not subject to release under the provisions of Education Law §3012-c.

Vendor and/or any Subcontractor, affiliate, or entity that may receive, collect, store, record or display any Protected Data shall comply with New York State Education Law § 2-d. As applicable, Vendor agrees to comply with Ulster BOCES' policy(ies) on data security and privacy. Vendor shall promptly reimburse Ulster BOCES and/or its participants for the full cost of notifying a parent, eligible student, teacher, or principal of an unauthorized release of Protected Data by Vendor, its Subcontractors, and/or assignees. In the event this Agreement expires, is not renewed or is terminated, Vendor shall return all of Ulster BOCES' and/or its participants' data, including any and all Protected Data, in its possession by secure transmission.

### **Data Security and Privacy Plan**

Vendor and/or any Subcontractor, affiliate, or entity that may receive, collect, store, record or display any of Ulster BOCES' and/or its participant's Protected Data, shall maintain a Data Security and Privacy Plan that includes the following elements:

1. A provision incorporating the requirements of Ulster BOCES' Parents' Bill of Rights for data security and privacy and Supplemental Information for Third Party Contractors, to the extent that any of the provisions in the Bill of Rights applies to Vendor's possession and use of Protected Data pursuant to this Agreement.
2. An outline of how all state, federal, and local data security and privacy contract requirements will be implemented over the life of the contract, consistent with Ulster BOCES' policy on data security and privacy.
3. A provision specifying the administrative, operational and technical safeguards and practices in place to protect personally identifiable information that Vendor will receive under the contract.
4. A provision specifying how officers or employees of Vendor and its assignees who have access to Protected Data receive or will receive training on the federal and state laws governing confidentiality of such data prior to receiving access.
5. An outline of how Vendor will ensure that any Subcontractors, persons or entities with which Vendor will share Protected Data, if any, will abide by the requirements of Vendor's policy on data security and privacy, and the contractual obligations with respect to Protected Data set forth herein.
6. A provision specifying how Vendor 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 Ulster County BOCES.
7. A provision specifying whether Protected Data will be returned to Ulster County BOCES, transitioned to a successor contractor, at the District's option and direction, deleted or destroyed by the Vendor when the contract is terminated or expires.

### **VENDOR DATA PRIVACY AND SECURITY PLAN\***

1. [VENDOR MUST INCLUDE COPY OF ITS DATA AND PRIVACY PLAN] \*
2. [VENDOR MUST PROVIDE A SIGNED COPY OF Uister BOCES' BILL OF RIGHTS] \*

\* In its provision of Services, Spectrum acts as a conduit for information transmittal, and Spectrum does not process, retain, store or have access to customers' data and/or information, including without limitation, student data, teacher data or principal data. Therefore, this Attachment E is not applicable to Spectrum. Spectrum agrees to comply with laws and regulations that govern its Services, as more fully described in Section 20 (Privacy) in Spectrum's Service Agreement, including Spectrum's Privacy Policy found at <https://www.spectrum.com/policies/your-privacy-rights>. Spectrum expressly does not hereby obligate itself to comply with practices, laws or regulations that are not otherwise applicable to its Services.

**ATTACHMENT "F"**

**PARENTS BILL OF RIGHTS  
PARENTS BILL OF RIGHTS - DATA PRIVACY & SECURITY**

Ulster BOCES is committed to protecting the privacy and security of student, teacher, and principal data. In accordance with New York Education Law §2-d, Ulster BOCES wishes to inform the community of the following:

1. A student's personally identifiable information cannot be sold or released for any marketing or commercial purposes.
2. Parents have the right to inspect and review the complete contents of their child's education record.
3. State and federal laws protect the confidentiality of personally identifiable information, and 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.
4. A complete list of all student data elements collected by the State is available for public review here, or by writing to the Office of Information & Reporting Services, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, New York 12234.
5. Parents have the right to have complaints about possible breaches of student data addressed. Complaints should be directed in writing to:

**Ulster BOCES  
175 Route 32 North  
New Paltz, New York 12561**

**or**

**Chief Privacy Officer  
New York State Education  
Department  
89 Washington Avenue  
Albany, New York 12234**

**Complaints may also be directed to  
the Chief Privacy Officer (CPO) via  
email at [CPO@mail.nysed.gov](mailto:CPO@mail.nysed.gov)**

6. The District Superintendent shall develop regulations to ensure compliance with all state and federal laws and regulations regarding the protection and security of student data and teacher or principal data.

## SUPPLEMENTAL INFORMATION REGARDING THIRD PARTY CONTRACTORS

In the course of complying with its obligations under the law and providing educational services, Ulster BOCES has entered into agreements with certain third-party contractors. Pursuant to such agreements, third-party contractors may have access to "student data" and/or "teacher or principal data," as those terms are defined by law.

Each contract Ulster BOCES enters into with a third party contractor where the third party contractor receives student data or teacher or principal data will include the following information:

1. The exclusive purposes for which the student data or teacher or principal data will be used by the third party contractor;
2. How the third party contractor will ensure that the subcontractors, persons or entities with whom the third party contractor will disclose the student data or teacher or principal data, if any, will abide by data protection and security requirements;
3. The duration of the contract, including when the agreement expires and what happens to the student data or teacher or principal data upon expiration of the agreement;
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;
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 and data security and privacy risks mitigated; and address how the data will be protected using encryption while in motion and at rest.
6. How the data will be protected using encryption while in motion and at rest.

Charter Communications Operating, LLC

By: Charter Communications, Inc., Its Manager

Proposer Signature\*:

  
Jeffrey S. Painting, SVP, Spectrum Enterprise Sales

Date: November 2, 2020

\* In its provision of Services, Spectrum acts as a conduit for information transmittal, and Spectrum does not process, retain, store or have access to customers' data and/or information, including without limitation, student data, teacher data or principal data. Therefore, this Attachment F is not applicable to Spectrum. Spectrum agrees to comply with laws and regulations that govern its Services, as more fully described in Section 20 (Privacy) in Spectrum's Service Agreement, including Spectrum's Privacy Policy found at <https://www.spectrum.com/policies/your-privacy-rights>. Spectrum expressly does not hereby obligate itself to comply with practices, laws or regulations that are not otherwise applicable to its Services.