(iii) third party contractors providing services to, or performing functions for an educational agency; (iv) authorized representatives of the U. S. Comptroller General, the U. S. Attorney General, the U.S. Secretary of Education, or State and local educational authorities, such as NYSED; (iv) (v) organizations conducting studies for or on behalf of educational agencies) and (vi) the public where the school or school district has designated certain student data as "directory information" (described below). The attached FERPA Model Notification of Rights more fully describes the exceptions to the consent requirement under FERPA).

4. Where a school or school district has a policy of releasing "directory information" from student records, the parent has a right to refuse to let the school or school district designate any all of such information as directory information. Directory information, as defined in federal regulations, includes: the student's name, address, telephone number, email address, photograph, date and place of birth, major field of study, grade level,

- All schools that are:
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New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, NY 12234; and

(E) Parents have the right to file complaints with an educational agency about possible breaches of student data by that educational agency's third-party contractors or their employees, officers, or assignees, or with NYSED. Complaints to NYSED should be directed in writing to the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany NY 12234, email to CPO@mail.nysed.gov. The

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Education Law §2-d provides very specific protections for contracts with “third party contractors”, defined as any person or entity, other than an educational agency, that receives student data or teacher or principal data from an educational agency pursuant to a contract or other written agreement for purposes of providing services to such educational agency. The term “third party contractor” also includes an educational partnership organization that receives student and/or teacher or principal APPR data from a school district to carry out its responsibilities pursuant to Education Law §211-e, and a not-for-profit corporation or other non-

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and records and obtain documentation from, or require the testimony of, any party relating to the alleged improper disclosure of student data or teacher or principal APPR data.
Where there is a breach and unauthorized release of PII by a by a third party contractor or its assignees (e.g., a subcontractor): (i) the third party contractor must notify the educational agency of the breach in the most expedient way possible and without unreasonable delay; (ii) the educational agency must notify the parent in the most expedient way possible and without unreasonable delay; and (iii) the third party contractor may be subject to certain penalties including, but not limited to, a monetary fine; mandatory training regarding federal and state law governing the confidentiality of student data, or teacher or principal APPR data; and preclusion from accessing any student data, or teacher or principal APPR data, from an educational agency for a fixed period up to five years.

8. Data Security and Privacy Standards

Upon appointment, NYSED's Chief Privacy Officer will be required to develop, with input from experts, standards for educational agency data security and privacy policies. The Commissioner will then promulgate regulations implementing these data security and privacy standards.

9. No Private Right of Action

Please note that Education Law §2-d explicitly states that it does not create a private right of action against NYSED or any other educational agency, such as a school, school district or BOCES.

4. Specify the expiration date of the Contract and explain what will happen to the Student Data or APPR Data in the Contractor's possession, or to any person or entity to whom the Contractor has disclosed Student Data or APPR Data, in response to Paragraph 3 upon the expiration or earlier termination of the Contract.

Contractor agrees to return the Student Data or APPR Data to NYSED consistent with the protocols set forth in Paragraph 4 of the "Data Security and Privacy Plan" set forth in Appendix R.

☒ Contractor agrees to securely destroy the Student Data or APPR Data consistent with the protocols set forth in Paragraph 4 of the "Data Security and Privacy Plan" set forth in Appendix R.

5. State whether the Contractor will be collecting any data from or pertaining to students derived from parent, student, eligible student (student eighteen years or older), teacher or principal performance evaluation pursuant to the Contract, and explain if and how a parent, eligible student, teacher or principal may challenge the accuracy of the Student Data or APPR data that is collected.

☒ Student Data

☐ APPR Data

produced, generated or otherwise created stud

6. Describe where the Student Data or APPR Data will be stored (in a manner that does not jeopardize

whether such data will be encrypted.

It is Fordham University's policy to reasonably and appropriately protect the confidentiality, integrity and availability of the University's IT Resources commensurate with their risk and value while at the same time maintain accessibility. The University follows a risk-based approach to protect the confidentiality, integrity and availability of the assets as business needs and the IT Resources ethically complying with all Federal, State, local laws, and regulations.