New York State Dispute Resolution Association, Inc.

Privacy Policy

DRAFT — For Board of Directors Review and Approval

Proposed Effective Date: July 16, 2026 | Replaces policy approved March 24, 2008

1. Introduction and Scope

The New York State Dispute Resolution Association, Inc. ("NYSDRA," "we," "us," or "our") is a statewide nonprofit organization that serves as the professional membership association for New York's network of Community Dispute Resolution Centers (CDRCs) and administers a range of state and federal contracts supporting alternative dispute resolution, apprenticeship, and related programs across New York. We respect the privacy of everyone who interacts with us — members, program participants, donors, funders, employees, volunteers, AmeriCorps members, and visitors to our website.

This Policy explains what information NYSDRA collects, how we use and protect it, who we may share it with, and the choices available to you. It applies to information collected through nysdra.org, our email communications, our events and training programs, our membership and directory services, our contracted programs, and our administrative operations. NYSDRA reserves the right to update this Policy as our programs, technology, and legal obligations evolve; material changes will be posted as described in Section 15.

This Policy governs NYSDRA's administrative handling of personal information. It does not govern, and should not be relied upon to describe, the confidentiality of communications made during mediation or other dispute resolution processes, which is separately protected under New York law and program-specific confidentiality agreements. See Section 8.

2. Information We Collect

The categories of information we collect depend on your relationship with NYSDRA:

Website Visitors

NYSDRA does not require visitors to provide personal information simply to browse nysdra.org. We collect aggregate, non-identifying data such as page views and site traffic patterns through analytics and tracking technologies described in Section 6. This aggregate data is used for internal review and does not identify individual visitors.

Members, Event Registrants, E-News Subscribers, and Other Customers

To access members-only resources, subscribe to our e-newsletter, register for events or training, or use online payment services, users are asked to register and provide limited information such as name, organization, email address, mailing address, and phone number. This information is provided voluntarily. For HTML emails sent through our listservs and e-newsletters, we may collect engagement data such as whether a message was opened, links clicked, the date and time of interaction, and the list from which a message was sent.

Donors and Campaign Contacts

For individuals and organizations who make or consider a gift to NYSDRA, including through the Lawrence H. Cooke Legacy Fund or other campaigns, we collect contact information, gift history, and communication preferences. Payment card information provided for a donation or purchase is transmitted to our payment processor and is not retained by NYSDRA in cardholder-data form. See Section 5.

Program, Contract, and Grant-Related Data

NYSDRA administers contracts including AmeriCorps ("CMSC"), ACCES-VR, Special Education, Early Intervention, the Lemon Law Arbitration program, and IOLA funding, and works with the CDRC network across all 62 counties. In connection with these programs, NYSDRA may receive or process aggregate and reporting-level data from CDRCs and program partners for the purpose of state and federal contract compliance and reporting. Case-level information about individual parties to a mediation or other dispute resolution process is collected and held primarily by the local CDRC or program partner handling that case, not by NYSDRA directly, and is subject to the confidentiality protections described in Section 8.

Employees, Volunteers, and AmeriCorps Members

For job applicants, employees, volunteers, and AmeriCorps members, NYSDRA collects information necessary for employment, payroll, benefits administration, background checks, and compliance with AmeriCorps/CNCS, New York State, and federal grant requirements. This may include Social Security numbers and other sensitive identifiers where legally required. This information is used solely for those administrative purposes and is safeguarded as described in Section 5.

3. How NYSDRA Uses Information

NYSDRA uses the information described above to:

- Provide, maintain, and improve our website, programs, membership services, and communications;
- Respond to inquiries and fulfill event, training, and service registrations;
- Administer and report on state and federal contracts and grants;
- Process donations, membership dues, and event payments;
- Maintain the Member Directory and Provider Directory described in Section 4;
- Communicate with members, donors, program partners, and the CDRC network;
- Meet legal, regulatory, and funder-imposed recordkeeping obligations; and
- Protect the security and integrity of our systems and programs.

NYSDRA does not sell personal information. We do not share member, donor, or program-participant information with third parties for those third parties' own marketing purposes.

4. Member Directory and Provider Directory

NYSDRA makes member contact information available through its Membership Directory to other members, and makes qualified provider information available through its Provider Directory to the general public, via our website. NYSDRA will not release, sell, or otherwise share a member's contact information outside these directories without the member's express permission.

While NYSDRA takes reasonable steps to keep directory information accurate, NYSDRA makes no representation or warranty, express or implied, as to the completeness, accuracy, or usefulness of directory listings, which are provided "as is" based on information supplied by the listed individuals or organizations. NYSDRA does not pre-screen, endorse, or guarantee the qualifications or services of any provider listed in the Directory, and is not a party to, and bears no responsibility for, any dispute arising between a directory user and a listed provider. Users are responsible for independently verifying the credentials of any provider they choose to engage. To the fullest extent permitted by law, NYSDRA disclaims liability for any loss, injury, or damage arising from reliance on directory listings or from services obtained through a directory contact.

5. Data Security

NYSDRA maintains reasonable administrative, technical, and physical safeguards designed to protect personal information against unauthorized access, disclosure, alteration, or destruction, consistent with New York's Stop Hacks and Improve Electronic Data Security Act (SHIELD Act, N.Y. Gen. Bus. Law § 899-bb). These safeguards include restricting access to personal information to staff and contractors who need it to perform their duties, requiring confidentiality commitments from vendors and subcontractors who process personal information on our behalf, and using secure payment processing for any card transactions so that NYSDRA does not store full payment card numbers.

No method of electronic storage or transmission is completely secure, and NYSDRA cannot guarantee absolute security. In the event of a breach of security involving personal information as defined under New York law, NYSDRA will provide notification to affected individuals and any required regulators or agencies in accordance with N.Y. Gen. Bus. Law § 899-aa and any applicable funder or contract requirements.

6. Cookies and Tracking Technologies

Our website may use cookies and similar technologies (such as web beacons and analytics scripts) to support site functionality, remember login sessions, understand aggregate navigation patterns, and improve our content. These technologies are not used to build individual profiles of visitors' activity across other websites, and are not used to determine credit or eligibility decisions.

Most browsers allow you to block or delete cookies, or to be notified when a cookie is set. Blocking cookies may limit some website functionality, such as staying logged in to the members-only area. Where NYSDRA uses a persistent cookie for login convenience, users may choose to accept only session-based cookies instead.

7. Communications Preferences

Recipients of NYSDRA's e-newsletters and marketing emails may unsubscribe at any time using the link provided in each message, consistent with the federal CAN-SPAM Act. Members and program contacts may also update their communication preferences by contacting us using the information in Section 16. Please note that NYSDRA may still need to send essential account, contract, or program-related communications that are not promotional in nature.

8. Mediation and Dispute Resolution Confidentiality

This Policy addresses NYSDRA's handling of personal and administrative information. It is separate from, and does not modify, the confidentiality protections that apply to communications made during mediation and other dispute resolution processes conducted by NYSDRA's affiliated CDRCs, which are governed by applicable New York statutes and rules (including confidentiality provisions applicable to community dispute resolution centers under Judiciary Law Article 21-A and related rules) and by any confidentiality agreements executed by the parties. Questions about the confidentiality of a specific mediation or case should be directed to the CDRC or program that handled the matter.

9. Children's Privacy

NYSDRA's website is directed to adults and is not designed to knowingly collect personal information from children under 13. Certain NYSDRA-affiliated programs, including Special Education dispute resolution and Early Intervention services, may involve minors as parties to a case; information about those minors is collected and safeguarded by the relevant program or CDRC under the confidentiality and privacy requirements applicable to that

program (including, where relevant, FERPA and IDEA-related protections), and is not collected or maintained by NYSDRA through its website.

10. Service Providers and Disclosures to Third Parties

NYSDRA works with third-party service providers to operate its programs and systems, including payment processing, accounting and financial management, grants and contact-relationship management, and email communications. These providers are permitted to use personal information only as necessary to perform services for NYSDRA and are subject to confidentiality obligations. NYSDRA may also disclose information where required by law, by a funder's contract terms, or to protect the rights, property, or safety of NYSDRA, its members, or the public.

Legal Requirements: NYSDRA may disclose personal information when required by law, subpoena, or court order, or when necessary to protect the rights, property, or safety of NYSDRA, its members, or others.

Business Transitions: In the event of a merger, restructuring, or transfer of NYSDRA's operations, personal information may be transferred as part of that transaction, subject to this Policy or a successor policy.

11. Data Retention

NYSDRA retains personal information for as long as reasonably necessary to fulfill the purposes described in this Policy, including to comply with contract, grant, tax, and other legal recordkeeping requirements, many of which are set by our state and federal funders. Retention periods vary by data type and program; records are disposed of or de-identified when no longer needed for these purposes.

12. Your Choices

You may ask to review, correct, or request deletion of personal information NYSDRA holds about you by contacting us using the information in Section 16. We will respond as appropriate given applicable law, contractual recordkeeping obligations, and the nature of the information (for example, some records tied to state or federal contracts must be retained regardless of a deletion request).

13. Links to Other Websites

Our website contains links to other websites, including those of member organizations, CDRCs, funders, and partners. NYSDRA has no control over, and is not responsible for, the privacy practices or content of any linked site. We encourage users to review the privacy policy of any site they visit.

14. Disclaimer

While NYSDRA makes reasonable efforts to ensure the accuracy of its website and directories, NYSDRA assumes no liability for the completeness, accuracy, or usefulness of any resource information provided. Information on the website, including the Directory, is provided "as is" for general informational purposes and does not constitute advice from NYSDRA. Nothing on the website should be construed as a warranty or endorsement of any listed service provider by NYSDRA.

15. Changes to This Policy

NYSDRA may update this Policy from time to time to reflect changes in our practices, programs, or applicable law. The effective date at the top of this Policy indicates when it was last revised. Material changes will be posted to nysdra.org; continued use of our website or services after a change becomes effective constitutes acknowledgment of the updated Policy.

16. How to Reach Us

If you have questions about this Policy, or believe NYSDRA has handled your personal information in a manner inconsistent with this Policy, please contact us at:

New York State Dispute Resolution Association, Inc.

300 Great Oaks Blvd, Suite 300-027, Albany, NY 12203

Phone: (518) 687-2240

Email: info@nysdra.org

Board Approval: This policy was approved by the NYSDRA Board of Directors on July 16, 2026, superseding the privacy policy approved March 24, 2008.
