

AGENDA

BOARD OF EDUCATION • LEVITTOWN, NEW YORK

LEVITTOWN UNION FREE SCHOOL DISTRICT • TOWN OF HEMPSTEAD • LEVITTOWN, NEW YORK
www.levittownschoools.com

PLANNING SESSION

LEVITTOWN MEMORIAL EDUCATION CENTER

Wednesday, November 19, 2014

6:30 P.M. Meeting convenes with anticipated adjournment to Executive Session

7:30 P.M. Meeting reconvenes in Planning Session

Success for Every Student

(Note: Items on this Planning Session appear in order of intended discussion. As per previous understanding with the Board, any items which are not reached during the meeting will be carried forward to subsequent Planning Sessions or Ad Hoc portion of Regular Meetings.)

INFORMATIONAL ITEMS

1. Northside School Academic Presentation: Student Treasures Project - Grade 4

2. Recognition: MacArthur Boys Soccer Team, Nassau County Champions

3. RS Abrams - External Auditor

4. Presentation: Cheerleading as a Sport

5. School Dude-Community Use

6. Policy 3330 Parents Bill of Rights for Data Privacy and Security - Third Read

Enclosure

7. Board Goals

LEVITTOWN SCHOOLS**POLICY # 3330**

Page 1 of 2

COMMUNITY RELATIONS**PARENTS' BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY**

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

- 1) A student's personally identifiable information cannot be sold or released for any 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 at:
<http://www.p12.nysed.gov/irs/sirs/documentation/NYSEDstudentData.xlsx>, 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 the 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 via email at:
CPO@mail.nysed.gov.

LEVITTOWN SCHOOLS**POLICY # 3330**

Page 2 of 2

COMMUNITY RELATIONS**APPENDIX**Supplemental Information Regarding Third-Party Contractors

In the course of complying with its obligations under the law and providing educational services to District residents, the Levittown School District ~~will 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 The District's Parents' Bill of Rights will be included with every contract entered into by the District with a third-party contractor if the third-party contractor will receive student data or teacher or principal data.

Each contract the District 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;*
- 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;*
- 3) *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; and*
- 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.*

Adopted:

RIDER REGARDING PROTECTION OF PERSONALLY IDENTIFIABLE INFORMATION

To the extent that the provisions of this Rider are inconsistent with the attached contract dated _____, 2014 between the _____ School District (the “District”) and _____ (the “Service Provider”) to which this Rider is attached, the provisions of this Rider will control. The Contract and this Rider are collectively hereinafter referred to as the “Agreement.”

1. Plan for Security and Protection of Personally Identifiable Information

A. The Service Provider must comply with all District policies and state, federal, and local laws, regulations, rules, and requirements related to the confidentiality of records and data security and privacy.

B. The Service Provider may receive personally identifiable information from student records or personally identifiable information from annual professional performance reviews of classroom teachers or principals that is confidential and not subject to release pursuant to Education Law § 3012-c (collectively, “Education Records”). The Service Provider must, therefore, (i) limit the Service Provider’s internal access to Education Records to individuals with legitimate educational interests; (ii) use Education Records only for the purposes explicitly authorized by this Agreement; (iii) not disclose any personally identifiable information from Education Records to any other party without prior written consent, unless disclosure is required by statute or court order and written notice is given to the District (notice is not required if it is expressly prohibited by a statute or court order); (iv) maintain reasonable safeguards to maintain confidentiality of personally identifiable information in Education Records; and (v) use legally mandated encryption technology to protect data from unauthorized disclosure.

C. The District’s Parents’ Bill of Rights is annexed hereto as Exhibit A and is signed by the District and the Service Provider. The Service Provider represents and warrants that it will comply with the District’s Parents’ Bill of Rights.

D. The Service Provider represents and warrants that the Service Provider has provided or, within thirty (30) days of the date of this Agreement, will provide training, on the applicable State and Federal laws and regulations to any employee who has access to Education Records.

E. The Service Provider must notify the District of any breach of security resulting in an unauthorized release of personally identifiable information from Education Records by the Service Provider or the Service Provider’s assignees or subcontractors. This notification must be made in the most expedient way possible and without delay. In addition, the Service Provider must notify the District of the breach of security in writing. This written notification must be sent by the Service Provider within one (1) day of the breach of security resulting in an unauthorized release of personally identifiable information from Education Records and must be sent to the District by email to **[INSERT EMAIL ADDRESS]** and either personally delivered or sent by nationally recognized overnight carrier to the District. In the case of an unauthorized release of personally identifiable information from Education Records by the Service Provider or the Service Provider’s assignees or subcontractors, the Service Provider must reimburse the District for all the District’s costs associated with the District’s obligation to notify the State’s chief privacy officer, parents, students, teachers and/or principals of the unauthorized release.

F. The parties will execute a contract amendment if required for compliance with any regulations issued by the New York State Education Department in the future regarding New York Education Law § 2-d.

IN WITNESS WHEREOF, the parties hereto have set their respective hands and seals as of the date and year first above written.

_____**School District**

By: _____

_____, President

_____, **the Service Provider**

By: _____

Name:

Title:

EXHIBIT A

CONTRACT BETWEEN _____ (“the Service Provider”) and the DISTRICT
 TERM: _____

 SCHOOL DISTRICT’S PARENTS’ BILL OF RIGHTS
 REGARDING DATA PRIVACY AND SECURITY

PARENTS' BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY

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CPO@mail.nysed.gov.

Adopted:

This Bill of Rights will be included with every contract entered into by the District with an outside contractor if the contractor will receive student data or teacher or principal data. This Bill of Rights will be supplemented to include information about each contract that the District enters into with an outside contractor receiving confidential student data or teacher or principal data, including the exclusive purpose(s) for which the data will be used, how the contractor will ensure confidentiality and data protection and security requirements, the date of expiration of the contract and what happens to the data upon the expiration of the contract, if and how the accuracy of the data collected can be challenged, where the data will be stored and the security protections that will be taken.

The Service Provider to provide the following information:

- (1) The student data or teacher or principal data (collectively, "the Data") received by the Service Provider will be used for the following purpose(s): _____

- (2) The Service Provider will ensure the confidentiality of the Data that is shared with subcontractors or other persons or entities by: _____

- (3) Upon the termination of this Agreement, all of the Data received by the Service Provider will be destroyed by (insert date) _____
- (4) A parent, student, teacher or principal can challenge the accuracy the Data received by the Service Provider by: _____

- (5) The following is how the Data will be stored and what security protections will be taken by the Service Provider: _____

BOARD OF EDUCATION, _____
 _____ SCHOOL DISTRICT

_____ [SERVICE PROVIDER]

By: _____
 _____, President

By: _____
 Name: _____
 Title: _____

