

NEW MILFORD BOARD OF EDUCATION
New Milford Public Schools
50 East Street
New Milford, Connecticut 06776

POLICY SUB-COMMITTEE
MEETING NOTICE

DATE: May 17, 2016
TIME: 6:45 P.M.
PLACE: Lillis Administration Building, Rm. 2

RECEIVED
TOWN CLERK
MAY 13 P 12:54
NEW MILFORD, CT

AGENDA

New Milford Public Schools Mission Statement

The mission of the New Milford Public Schools, a collaborative partnership of students, educators, family, and community, is to prepare each and every student to compete and excel in an ever-changing world, embrace challenges with vigor, respect and appreciate the worth of every human being, and contribute to society by providing effective instruction and dynamic curriculum, offering a wide range of valuable experiences, and inspiring students to pursue their dreams and aspirations.

1. Call to Order
2. Public Comment

An individual may address the Board concerning any item on the agenda for the meeting subject to the following provisions:

- A. A three-minute time limit may be allocated to each speaker with a maximum of twenty minutes being set aside per meeting. The Board may, by a majority vote, cancel or adjust these time limits.
- B. If a member of the public comments about the performance of an employee or a Board member, whether positive, negative, or neutral, and whether named or not, the Board shall not respond to such comments unless the topic is an explicit item on the agenda and the employee or the Board member has been provided with the requisite notice and due process required by law. Similarly, in accordance with federal law pertaining to student confidentiality, the Board shall not respond to or otherwise discuss any comments that might be made pertaining to students.

3. Item of Information

- A. Human Resources Use of LiveScan

4. Discussion

- A. Policies for Review
 1. 5121.2 Eligibility for Honor Rolls
 2. 5124 Reporting to Parents/Guardians – Report Cards
 3. 6141.322 Computers: Web Sites/Pages
 4. 5131.81 Electronic Devices

- B. Regulation for Review

1. 5131.81 Bring Your Own Device (B.Y.O.D.)

5. Public Comment

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accordance with federal law pertaining to student confidentiality, the Board shall not respond to or otherwise discuss any comments that might be made pertaining to students.

6. Adjourn

Sub-Committee Members: J.T. Schemm, Chairperson
Wendy Faulenbach
Dave Littlefield
Tammy McInerney

Alternates: Brian McCauley
David A. Lawson

**Automated Fingerprint Identification System (AFIS) Agreement
for Live Scan Submissions
by and between
the State of Connecticut Department of Emergency Service and Public Protection
and
the New Milford Public Schools, Board of Education**

WHEREAS, the State of Connecticut Department of Emergency Services and Public Protection (hereinafter "DESPP") operates a central Automated Fingerprint Identification System (hereinafter "AFIS"); and

WHEREAS, the **New Milford Public Schools, Board of Education** (hereinafter "BOE"), is a local or regional board of education established under Connecticut General Statute (CGS) § 10-220, and through its approval from the Federal Bureau of Investigation (hereinafter "FBI"), Office of General Counsel, Criminal Justice Information Law Unit, has been authorized to directly transmit Live Scan fingerprints to the AFIS pursuant to the limited purposes set forth in the Connecticut General Statutes (CGS), the National Child Protection Act/Volunteers for Children Act of 1993 (NCPA/VCA); or the Adam Walsh Act of 2006 (hereinafter "AWA") as applicable.

NOW, THEREFORE, the DESPP and the BOE, by and through its Superintendent, enter into this Agreement to permit the BOE to directly transmit Live Scan fingerprints to AFIS and electronically receive back the results of the national and/or state criminal history record checks.

1. **Effective Date.** This Agreement shall be effective upon signing by both parties and approval by the State of Connecticut Office of the Attorney General.
2. **Authority to Enter Agreement.** The DESPP is authorized to enter into this agreement through the Commissioner of Emergency Services and Public Protection, pursuant to the authority provided under Connecticut General Statutes § 4-8.
3. **Duration of Agreement.** This Agreement shall remain in full force and effect unless terminated by the DESPP, giving the BOE written notice of such intention at least thirty (30) days in advance. DESPP reserves the right to suspend or revoke access to AFIS without notice in the event of a breach of the conditions of this Agreement. Notwithstanding any provisions in this Agreement, DESPP, through a duly authorized employee, may terminate the Agreement whenever DESPP makes a written determination that such termination is in the best interests of the State. DESPP shall notify the BOE in writing of termination pursuant to this section, which notice shall specify the effective date of termination and the extent to which the BOE must complete its performance under the Agreement prior to such date.
4. **DESPP Responsibilities.** The DESPP shall:
 - a) Permit interface of a portable Live Scan device with AFIS for use by BOE subject to the conditions of this Agreement.

- b) Monitor use and operations of the BOE portable Live Scan device to ensure that it is being used within the guidelines set forth in this Agreement. Failure of BOE to abide by the provisions of this Agreement may result in the revocation of the privileges granted to BOE to access the AFIS.
- c) Electronically process BOE digitized applicant fingerprints as required and report results of required State and/or Federal record checks to BOE.
- d) Identify a liaison as the primary point of contact for any issues related to this agreement.

5. BOE Responsibilities. The BOE shall:

- a) Ensure the Live Scan device is FBI and DESPP approved.
- b) Qualify for an FBI-assigned Originating Agency Identifier.
- c) Provide qualifying fingerprints that meet submission criteria approved by the FBI as authority for submission and not to exceed said state or federal authority.
- d) Assign a Local Agency Security Officer in accordance with the United States Department of Justice (USDOJ) FBI Criminal Justice Information Services Security Policy (hereinafter "CSP").
- e) Retain title and be responsible for the portable Live Scan device.
- f) Ensure installation, testing and training through the DESPP-approved vendor.
- g) Provide a secure area for the portable Live Scan device that is accessible only to authorized individuals. Control of such access shall be ensured through the use of locks and/or other appropriate means. Authorized personnel shall be clearly identified. This area shall be accessible to DESPP personnel twenty-four (24) hours per day, seven (7) days a week with advance notice to be given during working hours.
- h) Provide the proper environmental conditions for the operation of the portable Live Scan device and any related equipment. BOE is responsible for the cost of preparing and maintaining the site for the equipment to the specifications of the vendor.
- i) Serve as account administrator and manage and track all users and user identification numbers and ensure that immediate steps are taken for any user who resigns, is reassigned or otherwise becomes ineligible to access the system.
- j) Maintain the portable Live Scan device and contract with such vendor as may be designated by the DESPP for a maintenance plan as provided in the DESPP Agreement. BOE shall arrange for installation and maintenance of all telecommunication links from the portable Live Scan device to the DESPP AFIS central site.
- k) Ensure that BOE personnel having access to or using the portable Live Scan device and criminal justice information (hereinafter "CJI") sign an acknowledgment form in the form attached hereto as Attachment A acknowledging that they have received copies of this Agreement and Attachment A and that they are responsible for complying with the terms

contained therein. Such forms shall be maintained in the official personnel files of such personnel.

- l) Make no changes or modifications to the Live Scan device without written permission from the DESPP.
- m) Ensure that the Live Scan device is not sold, transferred or distributed without the prior written approval of the DESPP.
- n) Ensure that the Live Scan device and any information derived therefrom are only used for the purposes allowed under law and information received from the Live Scan device shall not be shared with entities not entitled to receive such information.
- o) Capture and electronically forward applicant fingerprints to DESPP/State Police Bureau of Identification for processing.
- p) Pay for the initial cost of the state router and circuit installation.
- q) Pay for the annual DESPP circuit cost.
- r) If an ADSL circuit is installed, pay for the AT & T plain old telephone service (POTS) line.
- s) Allow the FBI to periodically test the ability to penetrate the FBI's network through the external network connection or system per authorization of the USDOJ Order 2640.2F.
- t) Ensure that all BOE personnel accessing or using the portable Live Scan device are screened and properly trained prior to the issuance of a password.
- u) Ensure that all BOE personnel accessing CJI are screened and properly trained before access to CJI is authorized. Screening must include a fingerprint-supported state background check. In accordance with the CSP, if a record of any kind exists; access to CJI shall not be granted until the CJIS Systems Officer (hereinafter "CSO") or his/her designee reviews the matter to determine if access is appropriate. If the person appears to be a fugitive or has an arrest history without conviction, the CSO or his/her designee shall review the matter to determine if access to CJI is appropriate. Training must include Security Awareness Training in accordance with the provisions of the CSP.
- v) Ensure that access to CJI, in any form, is limited to BOE personnel requiring access to such information for the specific purposes of an FBI-approved state or federal statute.
- w) Ensure that CJI is maintained, in a physically secure location or controlled area as defined in the CSP.
- x) Ensure that all persons with access to physically secure locations or controlled areas, including, but not limited to, support personnel, contractors, vendors, and custodial workers, are escorted by authorized personnel at all times. Authorized personnel are BOE personnel who have been appropriately trained and vetted through the screening process and have been granted access to CJI for the specific purposes of an FBI-approved state or federal statute.
- y) The use of cameras or other electronic means to monitor a physically secure location or controlled area does not constitute an escort.
- z) Ensure appropriate security measures as applicable to the physical security of communication equipment; personnel security to including screening

requirements; technical security to protect against unauthorized use; and security of CJI in accordance with the provisions of the CSP.

- aa) Ensure that all security incidents are reported to the CSO or his/her designee. If a person already has access to CJI and is subsequently arrested and/or convicted, continued access to CJI shall be determined by the CSO. If the CSO or his/her designee determines that access to CJI by the person would not be in the public interest, access shall be denied and BOE shall be notified in writing of the access denial.
- bb) Comply with all audit requirements for CJIS Systems, including, but not limited to, appropriate and reasonable quality assurance procedures.
- cc) Ensure that, prior to fingerprinting, all applicants are provided with the Noncriminal Justice Applicant's Privacy Rights.
- dd) Ensure that, prior to fingerprinting, all applicants fingerprinted under NCPA are provided with the NCPA Consent Form, in addition to the Privacy Rights.
- ee) Violations of the CSP can result in the termination of system access for BOE, individual suspension or termination of access to CJI, criminal and/or administrative investigation, arrest; and/or prosecution and conviction for violation of state and federal statutes designated to protect confidentiality and integrity of CJI and related data.

6. Transaction Fees. DESPP shall calculate the total number and type of BOE transactions and submit an invoice to BOE on a monthly basis directed to the attention of Ellamae Baldelli, Director of Human Resources, New Milford Public Schools, Human Resources Office, 50 East Street, New Milford, CT 06776. BOE shall remit payment for the transactions within thirty (30) days of its receipt of the monthly invoice and reference assigned ORI# on each remittance. Fees shall be calculated as follows:

| Statute | Category | State Fee | Federal Fee |
|---------------|--|-----------|-------------|
| CGS §10-221d | BOE Employee | - | \$14.75 |
| CGS §10-212 | BOE School Nurse | - | \$14.75 |
| AWA | BOE Contracted Worker who is in a position with or around children in a school setting. | \$50.00 | \$14.75 |
| NCPA | BOE Contracted Worker who provides treatment, education, training, instruction, supervision, or recreation to children <u>outside</u> of a school setting. | \$50.00 | \$14.75 |
| AWA/volunteer | BOE Volunteer who is in a position with or around children in a school setting. | \$50.00 | \$13.50 |
| NCPA/VCA | BOE Volunteer who provides treatment, education, training, instruction, supervision, or recreation to children <u>outside</u> of a school setting. | \$50.00 | \$13.50 |
| | Fingerprinting Fee at State Police Troop | \$15.00 | |

7. Modification or Amendment of the Agreement. This Agreement may not be modified or amended unless in writing signed by an authorized representative of both parties and approved by the Office of the Attorney General.

8. Audit Compliance. BOE shall comply with the State Single Audit Act §§ 4-230 through 236 inclusive, and regulations promulgated thereunder. BOE shall maintain all records and reports which relate to any of its obligations under this Agreement. Such records will be made available to the DESPP, and/or state and/or federal auditors upon request. BOE shall permit DESPP site access and cooperate fully with any on-site or off-site audit conducted by the DESPP relative to this Agreement. At a minimum, BOE may be subject to triennial audits by the FBI CJIS Division Audit staff or DESPP Audit Staff. BOE shall permit an inspection team to conduct an appropriate inquiry and audit of any alleged security violations.

9. Indemnification

BOE shall indemnify and hold harmless the State of Connecticut, the State of Connecticut, Department of Emergency Services and Public Protection, its officers, agents, employees, commissions, boards, departments, divisions, successors and assigns from and against all actions (pending or threatened and whether at law or in equity in any forum), liabilities, damages, losses, costs and expenses, including but not limited to reasonable attorneys' and other professionals' fees, resulting from (i) misconduct or negligent or wrongful acts (whether of commission or omission) of BOE or any of its officers, representatives, agents, servants, consultants, employees or other persons or entities with whom BOE is in privity of oral or written contract; (ii) liabilities arising directly or indirectly in connection with this Agreement out of the acts of BOE; and (iii) damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, that may arise out of such claims and/or liabilities.

10. Sovereign Immunity

The parties acknowledge and agree that nothing in the Solicitation or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.

11. Executive Orders

This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Agreement as if fully set forth herein. This Agreement may also be subject to Executive

Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms, and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions. If Executive Order Nos. 7C and 14 are applicable, they are deemed to be incorporated into and made a part of this Agreement as if fully set forth herein.

12. BOE agrees and warrants that in the performance of its obligations under this Agreement, it shall meet the requirements of all applicable federal, state, tribal and local laws, ordinances, regulations and codes.

13. The following documents are incorporated by reference and made part of this MOU:
a. CSP;
b. National Crime Prevention and Privacy Compact, 42 U.S.C. § 14616; and
c. Title 28, Code of Federal Regulations, Parts 20 and 25, § 50.12, and Chapter IX;

THE DEPARTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION

By: _____
Dora B. Schriro (Date)
Commissioner
Duly Authorized Pursuant to CGS § 4-8

NEW MILFORD PUBLIC SCHOOLS, BOARD OF EDUCATION

By: _____
Mr. Joshua Smith (Date)
Superintendent
Duly Authorized

OFFICE OF THE ATTORNEY GENERAL

By: _____
Date: _____

ACKNOWLEDGEMENT

I, _____, acknowledge the following:

1. I have received a copy of the Agreement between the State of Connecticut Department of Emergency Services and Public Protection and New Milford Public Schools, Board of Education concerning the use of the portable Live Scan device and access to the DESPP Automated Fingerprint Identification System (“AFIS”).
2. I understand that I am being allowed to transmit applicant prints using the portable Live Scan device into the AFIS for the specific purposes of an FBI-approved state or federal statute.
3. I understand that I am not authorized to submit any other fingerprints except those authorized by the Agreement into the AFIS.
4. I will fully cooperate with state or federal personnel regarding any audit, system check, and user privilege inquiries.
5. I understand that I am responsible for complying with the Agreement between the State of Connecticut DESPP and New Milford Public Schools, Board of Education and that noncompliance may result in suspension or revocation of user privileges and/or other action as provided by law.

Signature

Date

cc: Official Personnel File

Students

Eligibility For Honor Rolls

To recognize outstanding scholastic achievement, motivate students to do well in their studies, and teach students the importance of meeting all their responsibilities, the Board of Education hereby establishes the following categories of honors and the criteria for eligibility for said honors.

High School (9-12)

- Highest Honors:** All grades 90 or better in all subjects.
- High Honors:** An average of 90 or better in all subjects. No grade below 70.
- Honors:** An average of 85 or better in all subjects. No grade below 70.

Middle School (6-8)

- Highest Honors:** All grades 90 or better in all major subjects.
- High Honors:** An average of 90 or better in all major subjects. No grade below 70 in minor subjects.
- Honors:** An average of 85 or better in all major subjects. No grade below 70 in minor subjects.

A middle school “major subject” includes English, mathematics, science, social studies, and world language. All other subjects are considered minor subjects.

Policy adopted: June 12, 2001
Policy revised: June 11, 2002
Policy revised: June 12, 2007
Policy revised: June 14, 2011
Policy revised: June 9, 2015

NEW MILFORD PUBLIC SCHOOLS
New Milford, Connecticut

Students

Reporting to Parents/Guardians - Report Cards

It is the belief of the Board that communication between school and home is vital to the growth and education of each student. A good rule of thumb is that parents should be kept informed enough so that they are not surprised by any grade reported on the report card.

Parent-Teacher Communication

Recognizing its responsibility to keep parents/guardians informed of student welfare and progress in school, it is the policy of the New Milford Board of Education to maintain an accurate and effective system of reporting that will adequately communicate a student's level of achievement.

The Superintendent of Schools is authorized to develop and implement procedures to encourage parent-teacher communication. These procedures shall require at least two flexible parent-teacher conferences for each school year. In addition, such procedures may include school newsletters, required regular contact with all parents, additional flexible parent-teacher conferences, drop-in hours for parents, home visits and the use of technology such as student/parent database communication systems, email, or homework hotlines to allow parents to check on their children's assignments and students to get assistance if needed.

The Superintendent of Schools shall be responsible for the establishment and maintenance of the District's reporting system, as approved by the Board.

Standards

1. The reporting system shall be appropriate to grade level and curriculum content.
2. The reporting system shall include regularly scheduled written reports, such as report cards and progress reports, as well as parent-teacher conferences and any other means of communication that may be deemed necessary and effective. The school calendar shall include the dates that report cards will be issued and parent-teacher conferences held. Parent-teacher conferences shall be scheduled at such times to ensure the greatest participation by parents/guardians.
3. The reporting system shall be clear and easily understandable.
4. Teachers shall maintain the standard to notify parents/guardians regarding a student's performance whenever such notification would serve the best interest of the student (ex: when a student is in danger of failing or when there is a significant drop in grade or class, performance).
5. Individual results of standardized tests shall be available to parents/guardians.

Students

Reporting to Parents/Guardians - Report Cards

6. If parents are separated or divorced, both have equal rights to be informed of their child's progress unless there is an order from the court to the contrary. Non-custodial parents shall receive written reports and conference notifications upon a written request to the School Principal.

Legal Reference: Connecticut General Statutes

10-15b - Access of parent or guardian to student's records

46b-56 Access to records of minor children by non-custodial parent

10-221(f) – Board of Education to prescribe rules, policies and procedures

Policy adopted: June 12, 2001
Policy revised: June 12, 2007
Policy revised: March 12, 2013

NEW MILFORD PUBLIC SCHOOLS
New Milford, Connecticut

Instruction

Computers: Web Sites/Pages

The creation of the New Milford Public School's web page provides a means of two way communication for the purposes of sharing information with the school district and the world about school curriculum and instruction, school authorized activities, and other information relating to the District's schools and mission. Instructional resources for staff and students may also be provided.

Publishing privileges may be provided to students and staff through the webmaster authorized by the Superintendent. The Board establishes the following guidelines and responsibilities pertaining to the web site publishing.

Content Standards

Subject Matter — All subject matter on School District Web pages and their links must relate to curriculum and instruction, school-authorized activities, or information about the District or its mission. Staff or student work may be published only as it relates to a class project, course, or other school-related activity. Students, staff, or other individuals may not use the district's web pages to provide access to their personal pages on other servers or online services. With permission of the webmaster, links to staff web pages on other servers may be created, provided such pages include only information permissible on the school's website.

Pre-Approval — Prior to submission to the District Technology Committee, all building level material must have pre-approval of the appropriate building principal. All district level material must have pre-approval of the appropriate district administrator.

Quality — All work must be free of any spelling or grammatical errors. Documents may not contain objectionable material or point directly to objectionable material. Objectionable material is determined on a case by case basis by the District Technology Committee. The judgment of the classroom teachers, instructional technology teachers and, ultimately, the District Technology Committee will prevail.

Student Safeguards — Documents shall include only the first name of the student. Documents shall not include a student's home phone number or address or the names of other family members or friends.

Published E-mail addresses shall be restricted to those of staff members.

Instruction

Computers: Web Sites/Pages (continued)

Technical Standards

Pictures of individual students will not be posted on any District sponsored web pages. Group pictures such as sports, band or chorus are permissible. Under no circumstances shall student names be included with pictures.

Student work shall not be published without permission of the student and parent or guardian.

The Board, in the interest of maintaining a consistent identity, professional appearance and ease of use and maintenance established the following technical standards for all District web pages.

Each web page must have an authorized school district sponsor.

Each web page added to the district web site must contain certain common elements:

- At the bottom of the page, there must be the date of the last update of the page and the name or initials of the person(s) responsible for the page or the update.
- In a uniform place on the page, there must be a link that returns the user to appropriate points in the district pages. This would normally be a return to the district home page.
- Standard formatting is used; Browser friendly HTML editors or word processor programs that save files as HTML may be used.
- Page layouts, backgrounds, graphics and color combinations must coordinate with the District format.

The authorized sponsor who is responsible for the final web page will edit, test the document for accurate links, and ensure that the page meets the content standards listed above. In addition, the sponsor will assume responsibility for updating the information as needed.

Pages may not contain links to other pages that are not yet completed. If further pages are anticipated but not yet developed, the text that will provide the link should be included but may not be made "hot" until the further page is actually in place.

Directory structure will be determined by the webmaster. Staff members approved for access will be given access passwords by the webmaster.

Instruction

**Computers: Web Sites/Pages (continued)
Revision of Guidelines**

These guidelines will be evaluated and updated as needed in response to the changing nature of technology and its applications in the School District. Questions regarding this information may be directed to the District Technology Committee.

- (cf. 1110 - Communications with the Public)
- (cf. 5125 - Student Records)
- (cf. 5145.2 - Freedom of Speech/Expression)
- (cf. 6145.3 - Publications)
- (cf. 6161.1 - Guidelines for Evaluation/Selection of Instructional Materials)
- (cf. 6162.6 - Use of Copying Device, Copyrights)
- (cf. 6163 - Instructional/Resources for Students)

Legal Reference: Connecticut General Statutes

1-19(b)(11) Access to public records. Exempt records.

10-15b Access of parent or guardians to student's records.

10-209 Records not to be public.

11-8a Retention, destruction and transfer of documents

11-8b Transfer or disposal of public records. State Library Board to adopt regulations.

46b-56 (e) Access to Records of Minors.

Connecticut Public Records Administration Schedule V - Disposition of Education Records (Revised 1983).

Federal Family Educational Rights and Privacy Act of 1974 (section 438 of the General Education Provisions Act, as amended, added by section 513 of P.L. 93-568, codified at 20 U.S.C.1232g.).

Dept. of Educ. 34 C.F.R. Part 99 (May 9, 1980 45 FR 30802) regs. implementing FERPA enacted as part of 438 of General Educ. provisions act (20 U.S.C. 1232g)-parent and student privacy and other rights with respect to educational records, as amended 11/21/96.

Public Law 94-553, The Copyright Act of 1976, 17 U.S.C. 101 et.seq.

Policy adopted: June 24, 2004

NEW MILFORD PUBLIC SCHOOLS
New Milford, Connecticut

Students

Electronic Devices

Use of Beepers - Paging Devices/Cellular Telephones and Laser Pointers

Students shall not use cellular telephones during the instructional day except as permitted by the school district's "Bring Your Own Device" ("B.Y.O.D.") guidelines.

Students shall not possess or use a laser pointer, unless under teacher supervision for instructional purposes, while on school property, on school transportation or while attending a school sponsored activity on or of school property.

The School Principal may grant written permission for possession and use of a remotely activated paging device by a student if the student or his parent or guardian establishes to the satisfaction of the Principal that a reasonable basis exists for the possession and use of the device.

Nothing in this policy shall be interpreted to prohibit a student with a disability from possessing and using a paging device or cellular telephone in a manner consistent with the student's Individualized Education Plan (IEP) or 504 Plan.

Legal Reference: Connecticut General Statutes:

§ 10-233j Student Possession and Use of Telecommunication Devices
§ 53-206e Limitations on Sale and Use of Laser Pointers

Policy adopted: June 12, 2001
Policy revised: June 24, 2004
Policy revised: June 12, 2007
Policy revised: June 12, 2012

NEW MILFORD PUBLIC SCHOOLS
New Milford, Connecticut

Students

Bring Your Own Device (B.Y.O.D.)

Guidelines for the Use of Personal Technology on Campus

Technology has changed the way we approach education as we prepare our students for future opportunities. We understand the many positive educational benefits of using technology in the classroom and importance of the integration of technology in our curriculum. In an effort to encourage our students and continue to develop their technology skills, students in the New Milford Public Schools may use their own technology at school for educational purposes.

Definition of Personal Technology

For purposes of this policy, “personal technology” means a privately owned, wireless, and portable electronic hand-held equipment that includes, but is not limited to, existing and emerging mobile communication systems and smart technologies, portable internet devices, Personal Digital Assistants (PDAs), hand held entertainment systems or portable information technology systems that can be used for word processing, wireless Internet access, image capture/recording, sound recording and information transmitting/receiving/storing, etc.

Use of Technology for Instructional Purposes

Use of technology in school is a privilege which comes with great responsibility. Students will only be allowed to use their laptops, tablets, cell phones or other electronic devices for educational purposes at school. Checking personal email, socializing via texts or instant messages, or otherwise engaging in personal pursuits is prohibited during the instructional day.

Internet Access on School Grounds

Only the internet gateway provided by the school may be accessed while on campus. Personal technology, including cell phones and cell network adapters are not permitted to be used to access outside internet sources at any time.

Compliance with other Board Policies

When participating in B.Y.O.D., students must adhere to the Student Code of Conduct, as well as all Board policies, particularly the New Milford School District’s Acceptable Use Policy. This means that students who use their personal technology at school must abide by the established policies regarding acceptable use of the Internet, bullying, harassment, cheating, threats, student confidentiality and other misconduct that violates school rules or causes a disruption of educational activities.

Additional Guidelines

- Teachers have the discretion to determine when students may use personal technology in the classroom. Students must immediately comply with their teachers' requests to shut down or put away personal technology.
- All personal technology must be in silent mode.
- Students may not use personal technology during any assessments or tests unless otherwise directed by school personnel.
- Students shall not transmit, post or otherwise publicly share photographs or videos that they have taken of any person on school grounds or in a school vehicle.

Security and Damages

Responsibility to keep a student's personal technology secure rests with the individual owner. New Milford School District, including its staff or employees, is not liable for any device stolen or damaged on campus. If a device is stolen or damaged, it will be handled through the administrative office in a manner similar to other personal property. It is recommended that students personalize their devices for easy identification and utilize protective cases.

The New Milford School District Technology Department will not service any non-district owned technology, which includes troubleshooting, software or hardware issues. Students are responsible for securing their devices and making sure that they have up-to-date anti-virus software installed, if applicable.

Failure to Follow B.Y.O.D. Guidelines

Misuse of personal technology in violation of these guidelines may result in the loss of access privileges, a prohibition on the use or possession of personal technology on school grounds, or other disciplinary consequences up to and including suspension and expulsion.

B.Y.O.D. Agreement

In exchange for the privilege of using personal technology at school, we acknowledge and agree to each of the following:

1. The District's policies on student conduct and Acceptable Use of the Internet apply to the use of personal technology. It is the student's responsibility to abide by those policies when using personal technology on school grounds;
2. Only the Internet gateway provided by the school will be accessed on school grounds. The school's network filters will be applied to the student's connection and no attempts will be made to bypass the network restrictions by using personal access to the Internet;
3. There is no expectation of personal privacy in the use of personal technology at school. The District's network administrators have the ability to identify users and monitor all B.Y.O.D. devices logged on to the network;
4. Personal technology may be searched by school personnel if there are reasonable grounds for suspecting that the search will turn up evidence that a student has violated or is violating either the law or the rules of the school;
5. The school district has the right to examine any device that is suspected of causing problems or was the source of an attack or virus infection;
6. Misuse of personal technology may result in the loss of access privileges, a prohibition on the use or possession of personal technology on school grounds, or other disciplinary consequences up to and including suspension and expulsion.

I/We understand and will abide by the above B.Y.O.D. guidelines. As the parent or guardian, I hereby consent to my child's use of personal technology at school. I/We agree to hold the District harmless for any damages suffered by my child or me including those arising from unauthorized use, loss of data, and exposure to potentially harmful or inappropriate material arising from the use of personal technology at school.

Name of Student (please print)

Signature of Student

DATE: _____

Name of Parent or Guardian (please print)

Signature of Parent or Guardian

DATE: _____