

NEW MILFORD BOARD OF EDUCATION

New Milford Public Schools

50 East Street

New Milford, Connecticut 06776

POLICY SUB-COMMITTEE

MEETING NOTICE

RECEIVED
TOWN CLERK

2018 APR 27 A 8:28

NEW MILFORD, CT

DATE: May 1, 2018
TIME: 6:45 P.M.
PLACE: Lillis Administration Building - Rm. 2

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. Discussion and Possible Action

- A. Policy:
 - 1. 3520 Student Data Privacy

4. Discussion

- A. Policies:
 - 1. 1000 Concept, Goals and Roles in Community Relations
 - 2. 1110.1 Communications with the Public
 - 3. 6172.41 Title I Parent Involvement
 - 4. 1112 News Media Relationships
 - 5. 1112.5 Media Access to Students
 - 6. 1120 Public Participation at Board of Education Meetings
 - 7. 9321 Time, Place and Notification of Meetings

5. Public Comment

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- 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.

6. Adjourn

Sub-Committee Members: J.T. Schemm, Chairperson
Joseph Failla
Wendy Faulenbach
Tammy McInerney

Alternates: Brian McCauley
Bill Dahl

Business/Non-Instructional Operations

Student Data Privacy

I. Purpose

Properly safeguarding confidential student information, student records and student-generated content is of the utmost importance to the Board of Education. While the Board recognizes that digital programs, applications (“apps”) and platforms can be essential 21st Century educational tools that greatly enhance student learning, appropriate safeguards must be taken to ensure that the use of such digital learning tools does not unreasonably jeopardize student privacy.

Accordingly, in contracting and interacting with outside entities that will have access to student data, New Milford Public Schools’ personnel must follow the provisions set forth in this policy.

II. Definitions

For the purposes of this policy, the following definitions shall apply:

1. **“Contractor”** means an operator or consultant that is in possession of or has access to New Milford Public Schools’ student information, student records or student-generated content as a result of a contract with the New Milford Board of Education.
2. **“Operator”** means any person who (A) operates an Internet website, online service or mobile application with actual knowledge that such Internet website, online service or mobile application is used for school purposes and was designed and marketed for school purposes, to the extent it is engaged in the operation of such Internet website, online service or mobile application, and (B) collects, maintains or uses student information.
3. **“Consultant”** means a professional who provides noninstructional services, including, but not limited to, administrative, planning, analysis, statistical or research services, to New Milford Board of Education pursuant to a contract with the Board of Education.
4. **“Student information”** means personally identifiable information or material of a New Milford Public Schools’ student in any media or format that is not publicly available and is any of the following: (A) Created or provided by a New Milford Public Schools’ student or the parent or legal guardian of a New Milford Public Schools’ student, to the operator in the course of the student, parent or legal guardian using the operator's Internet website, online service or mobile application for school purposes, (B) created or provided by an employee or agent of the New Milford Public Schools to an operator for school purposes, or (C)

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gathered by an operator through the operation of the operator's Internet website, online service or mobile application and identifies a student, including, but not limited to, information in the student's records or electronic mail account, first or last name, home address, telephone number, date of birth, electronic mail address, discipline records, test results, grades, evaluations, criminal records, medical records, health records, Social Security number, biometric information, disabilities, socioeconomic information, food purchases, political affiliations, religious affiliations, text messages, documents, student identifiers, search activity, photographs, voice recordings, survey responses or behavioral assessments.

5. **“Student record”** means any information directly related to a student that is maintained by a local or regional board of education, the State Board of Education or the Department of Education or any information acquired from a student through the use of educational software assigned to the student by a teacher or employee of the New Milford Public Schools, except “student record” does not include de-identified student information allowed under the contract to be used by the contractor to (A) improve educational products for adaptive learning purposes and customize student learning, (B) demonstrate the effectiveness of the contractor's products in the marketing of such products, and (C) develop and improve the contractor's products and services.
6. **“Student-generated content”** means any student materials created by a student including, but not limited to, essays, research papers, portfolios, creative writing, music or other audio files or photographs, except “student-generated content” does not include student responses to a standardized assessment.
7. **“Directory information”** has the same meaning as provided for under Family Educational Rights and Privacy Act (“FERPA”) regulations, as amended from time to time.
8. **“School purposes”** means purposes that customarily take place at the direction of a teacher or the New Milford Board of Education, or aid in the administration of school activities, including, but not limited to, instruction in the classroom, administrative activities and collaboration among students, school personnel or parents or legal guardians of students.
9. **“Student”** means a person who is a resident of the state and (A) enrolled in a preschool program participating in the state-wide public school information system, pursuant to section 10-10a, (B) enrolled in grades kindergarten to twelve,

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inclusive, in a public school, (C) receiving special education and related services under an individualized education program, or (D) otherwise the responsibility of a local or regional board of education.

10. **“Targeted advertising”** means presenting an advertisement to a student where the selection of the advertisement is based on student information, student records or student-generated content or inferred over time from the usage of the operator's Internet website, online service or mobile application by such student or the retention of such student's online activities or requests over time for the purpose of targeting subsequent advertisements. “Targeted advertising” does not include any advertising to a student on an Internet website that such student is accessing at the time or in response to a student's response or request for information or feedback.
11. **“De-identified student information”** means any student information that has been altered to prevent the identification of an individual student.
12. **“Persistent unique identifier”** means a unique piece of information that can be used to recognize a user over time and across different Internet websites, online services or mobile applications and is acquired as a result of the use of a student's use of an operator's Internet website, online service or mobile application.

III. Contracting Requirements

A. Required Terms

On or after July 1, 2018, the Board will only enter into a contract with a contractor that provides for the sharing of or access to student information, student records or student-generated content where such contract includes the following required provisions:

1. A statement that student information, student records and student-generated content are not the property of or under the control of a contractor;
2. A description of the means by which the local or regional board of education may request the deletion of student information, student records or student-generated content in the possession of the contractor;
3. A statement that the contractor shall not use student information, student records and student-generated content for any purposes other than those authorized pursuant to the contract;

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4. A description of the procedures by which a student, parent or legal guardian of a student may review personally identifiable information contained in student information, student records or student-generated content and correct erroneous information, if any, in such student record;
5. A statement that the contractor shall take actions designed to ensure the security and confidentiality of student information, student records and student-generated content;
6. A description of the procedures that a contractor will follow to notify the Board of Education, in accordance with the provisions of section 10-234dd of the Connecticut General Statutes, when there has been an unauthorized release, disclosure or acquisition of student information, student records or student-generated content;
7. A statement that student information, student records or student-generated content shall not be retained or available to the contractor upon completion of the contracted services unless a student, parent or legal guardian of a student chooses to establish or maintain an electronic account with the contractor for the purpose of storing student-generated content;
8. A statement that the contractor and the New Milford Board of Education shall ensure compliance with FERPA, as amended from time to time;
9. A statement that the laws of the state of Connecticut shall govern the rights and duties of the contractor and the New Milford Board of Education; and
10. A statement that if any provision of the contract or the application of the contract is held invalid by a court of competent jurisdiction, the invalidity does not affect other provisions or applications of the contract which can be given effect without the invalid provision or application.

Any provision of a contract entered into between a contractor and the Board on or after July 1, 2018, that conflicts with any of the aforementioned required provisions listed above shall be void. Where the Board and a contractor have entered into a contract with such a conflicting provision, the Board shall seek to amend its contract with the contractor to eliminate the conflicting provision(s) and ensure that all required contracting provisions listed above are properly included in the contract.

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Any contract entered into on or after July 1, 2018, that does not include the required provisions listed above shall be void provided that the Board has first given reasonable notice to the contractor and the contractor has failed within a reasonable time to amend the contract to include such required provisions.

B. Parent and Student Notification

Not later than five business days after executing a contract with a contractor that provides for the sharing of or access to student information, student records or student-generated content the Board shall provide electronic notice to any student and the parent or legal guardian of a student affected by the contract. The notice shall:

1. State that the contract has been executed and the date that such contract was executed;
2. Provide a brief description of the contract and the purpose of the contract, and
3. State what student information, student records or student-generated content may be collected as a result of the contract.

The Board shall post such notice and a copy of the contract on the Board's website.

C. Parent and Student Continued Account Access

Students, parents, or guardians may request in writing via an email through the Director of Technology, or his/her designee, that a Contractor with whom the Board has contracted establish a personal account for the student to maintain active use of the services to continue to store student-generated content.

IV. Contractor Requirements

A. Security and Confidentiality

The Board expects that the contractors with whom it contracts with will take the security and confidentiality of student information, student records and student-generated content extremely seriously and will comply with all applicable legal requirements regarding the maintenance and security of student data. In particular, contractors must implement and maintain security procedures and practices designed to protect student information, student records and student-generated content from unauthorized access, destruction, use, modification or disclosure that,

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based on the sensitivity of the data and the risk from unauthorized access, meet or exceed industry standards. At a minimum contractors with whom the Board contracts will be expected to:

1. Use technologies and methodologies that are consistent with the guidance issued about protected information under the federal Health Information Technology for Economic and Clinical Health Act of 2009, Section 13402(h)(2) of Public Law 111-5, as amended from time to time (HITECH Act), and;
2. Maintain technical safeguards as it relates to the possession of student records in a manner consistent with HITECH Act regulations, 45 CFR 164.312, as amended from time to time, on technical safeguards for electronic protected Health Information.

If the Board learns, or has reason to believe, that a contractor with whom it has contracted with has failed to either implement or maintain security procedures and practices as set forth above, it will take immediate corrective action. Such action may include but is not limited to suspending contractor access to student data, demanding the return and/or destruction of New Milford student data and instituting appropriate legal action to enforce the terms of the contract and collect appropriate damages from the contractor for any breach of such contract.

B. Impermissible Use of Student Data

The Board expects that the contractors with whom it contracts with will not use (1) student information, student records or student-generated content for any purposes other than those authorized pursuant to the contract, or (2) personally identifiable information contained in student information, student records or student-generated content to engage in targeted advertising.

If the Board learns, or has reason to believe, that a contractor with whom it has contracted with is using or has used student records or student-generated content for any purposes other than those authorized pursuant to the contract or has used personally identifiable information contained in student information, student records or student-generated content to engage in targeted advertising it will take immediate corrective action. Such action may include but is not limited to suspending contractor access to student data, demanding the return and/or destruction of New Milford student data and instituting appropriate legal action to enforce the terms of the contract and collect appropriate damages from the contractor for any breach of such contract.

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V. Operator Requirements

A. Impermissible Operator Use of Student Data

The Board expects that the operators with whom it contracts with will take the security and confidentiality of student information, student records and student-generated content extremely seriously and will comply with all applicable legal requirements regarding the maintenance and security of student data. In particular, operators must (1) implement and maintain security procedures and practices that meet or exceed industry standards and that are designed to protect student information, student records and student-generated content from unauthorized access, destruction, use, modification or disclosure, and (2) delete any student information, student records or student-generated content within a reasonable amount of time if a student, parent or legal guardian of a student or the Board who has the right to control such student information requests the deletion of such student information, student records or student-generated content.

Operators with whom the Board contracts shall not knowingly engage in any of the following activities:

1. Engage in (A) targeted advertising on the operator's Internet website, online service or mobile application, or (B) targeted advertising on any other Internet website, online service or mobile application if such advertising is based on any student information, student records, student-generated content or persistent unique identifiers that the operator has acquired because of the use of the operator's Internet website, online service or mobile application for school purposes;
2. Collect, store and use student information, student records, student-generated content or persistent unique identifiers for purposes other than the furtherance of school purposes;
3. Sell, rent or trade student information, student records or student-generated content unless the sale is part of the purchase, merger or acquisition of an operator by a successor operator and the operator and successor operator continue to be subject to the provisions of this section regarding student information; or
4. Disclose student information, student records or student-generated content unless the disclosure is made (A) in furtherance of school purposes of the Internet website, online service or mobile application, provided the recipient of the student information uses such student information to improve the operability and functionality of the Internet website, online service or mobile application and

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complies with subsection (a) of this section; (B) to ensure compliance with federal or state law or regulations or pursuant to a court order; (C) in response to a judicial order; (D) to protect the safety or integrity of users or others, or the security of the Internet website, online service or mobile application; (E) to an entity hired by the operator to provide services for the operator's Internet website, online service or mobile application, provided the operator contractually (i) prohibits the entity from using student information, student records or student-generated content for any purpose other than providing the contracted service to, or on behalf of, the operator, (ii) prohibits the entity from disclosing student information, student records or student-generated content provided by the operator to subsequent third parties, and (iii) requires the entity to comply with subsection (a) of this section; or (F) for a school purpose or other educational or employment purpose requested by a student or the parent or legal guardian of a student, provided such student information is not used or disclosed for any other purpose.

If the Board learns, or has reason to believe, that an operator with whom it has contracted with is engaging in any of the prohibited behaviors listed above it will take immediate corrective action. Such action may include but is not limited to suspending operator access to student data, demanding the return and/or destruction of New Milford student data and instituting appropriate legal action to enforce the terms of the contract and collect appropriate damages from the operator for any breach of such contract.

B. Permissible Operator Use of Student Information

The Board recognizes that under Connecticut law, operators may use student information to perform the following limited functions:

1. To maintain, support, improve, evaluate or diagnose the operator's Internet website, online service or mobile application;
2. For adaptive learning purposes or customized student learning;
3. To provide recommendation engines to recommend content or services relating to school purposes or other educational or employment purposes, provided such recommendation is not determined in whole or in part by payment or other consideration from a third party, or

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4. To respond to a request for information or feedback from a student, provided such response is not determined in whole or in part by payment or other consideration from a third party.

C. Permissible Operator Use of De-Identified Student Information

The Board further recognizes that under Connecticut law, an operator may use de-identified student information or aggregated student information to perform the following limited functions:

1. To develop or improve the operator's Internet website, online service or mobile application, or other Internet websites, online services or mobile applications owned by the operator, or
2. To demonstrate or market the effectiveness of the operator's Internet website, online service or mobile application, and that an operator may share aggregated student information or de-identified student information for the improvement and development of Internet websites, online services or mobile applications designed for school purposes.

D. Access to Student Data

As set forth under Connecticut law, nothing in this policy nor in any contract the Board may enter into with an operator shall be construed to:

1. Limit the ability of a law enforcement agency to obtain student information, student records or student-generated content from an operator as authorized by law or pursuant to a court order; or
2. Limit the ability of a student or the parent or legal guardian of a student to download, export, transfer or otherwise save or maintain student information, student records or student-generated content.

VI. Data Breach Procedures

A. Contractor Notification Requirements

Upon the discovery of a breach of security that results in the unauthorized release, disclosure or acquisition of student information, excluding any directory information contained in such student information, a contractor shall notify, without unreasonable delay, but not more than thirty days

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after such discovery, the Board of such breach of security. During such thirty-day period, the contractor may (A) conduct an investigation to determine the nature and scope of such unauthorized release, disclosure or acquisition, and the identity of the students whose student information is involved in such unauthorized release, disclosure or acquisition, or (B) restore the reasonable integrity of the contractor's data system.

Upon the discovery of a breach of security that results in the unauthorized release, disclosure or acquisition of directory information, student records or student-generated content, a contractor shall notify, without unreasonable delay, but not more than sixty days after such discovery, the Board of such breach of security. During such sixty-day period, the contractor may (A) conduct an investigation to determine the nature and scope of such unauthorized release, disclosure or acquisition, and the identity of the students whose directory information, student records or student-generated content is involved in such unauthorized release, disclosure or acquisition, or (B) restore the reasonable integrity of the contractor's data system.

B. Board Notification Requirements

Not later than two business days after receipt of notice from a contractor of a breach of security that results in the unauthorized release, disclosure or acquisition of student information, directory information, student records or student related content, the Board shall electronically notify the student and the parents or guardians of the student whose student information, student records or student-generated content is involved in such breach of security. In addition, the Board shall post notice of the breach of security on the Board's website.

C. Operator Notification Requirements

Upon the discovery of a breach of security that results in the unauthorized release, disclosure or acquisition of student information, student records or student-generated content, an operator that is in possession of or maintains student information, student records or student-generated content as a result of a student's use of such operator's Internet web site, online service or mobile application, shall (1) notify, without unreasonable delay, but not more than thirty days after such discovery, the student or the parents or guardians of such student of any breach of security that results in the unauthorized release, disclosure or acquisition of student information, excluding any directory information contained in such student information, of such student, and (2) notify, without unreasonable delay, but not more than sixty days after such discovery, the student or the parents or guardians of such student of any breach of security that results in the unauthorized release, disclosure or acquisition of directory information, student records or student-generated content of such student. During such thirty-day or sixty-day period, the operator may (A) conduct an investigation to determine the nature and scope of such unauthorized release,

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disclosure or acquisition, and the identity of the students whose student information, student records or student-generated content are involved in such unauthorized release, disclosure or acquisition, or (B) restore the reasonable integrity of the operator's data system.

(cf. 3300 – Purchasing)
(cf. 3313 -- Relations with Vendors)
(cf. 3313.1 -- Local Purchasing)
(cf. 3321 -- Requesting Goods and Services (Requisitions))
(cf. 5125 – Student Records: Confidentiality)
(cf. 6156 – Use of Technology in Instruction)
(cf. 6161.7 – Use of Proprietary Software Products)
(cf. 6162.51 – Protection of Student Privacy)

Legal References:

20 U.S.C. 1232g, Family Education Rights and Privacy Act of 1974

34 C.F.R. Part 99 (FERPA regulations)

Protection of Pupil Rights Amendment (PPRA) 20 U.S.C. § 1232g (2014)

Children’s Online Privacy Protection Act (COPPA) 15 U.S.C. §§6501 *et seq.* (2014)

Health Information Technology for Economic and Clinical Health Act of 2009, Section 13402(h)(2) of Public Law 111-5

Connecticut General Statutes

1-210(b) Access to public records. Exempt records.
7-109 Destruction of documents.
10-15b Access of parent or guardians to student's records.
10-209 Records not to be public.
10-234aa Definitions.

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- 10-234bb Contracts between boards of education and contractors re student data. Requirements
- 10-234cc Requirements for operators re student data
- 10-234dd Duties re unauthorized release, disclosure or acquisition of student data
- 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 M8 –Education Records (2/2005)

Policy adopted: _____

NEW MILFORD PUBLIC SCHOOLS
New Milford, Connecticut

CONTRACT

The New Milford Board of Education (the "Board") and **[Insert Contractor's name]** (the "Contractor") hereby enter into this Contract for services that requires the Contractor to be in possession of or will allow the Contractor to have access to student information, student records or student-generated content (the "Contract"). This Contract shall set forth the terms under which the Contractor shall perform.

[Insert Contractor's name] has authorization to use Student Data and Employee data for the following purposes only: online services. Any use of Student and Employee data for targeted marketing and/or advertisements is prohibited. Any use beyond the scope detailed in this provision constitutes a violation of this agreement and will result in termination of services.

1. **Definitions**

The following definitions shall apply with respect to the Contractor's obligations in connection with its possession and/or access to student information, student records and/or student-generated content.

(i) "Contractor" means **[Insert Contractor's name]**, who acknowledges that it is an "operator" or "consultant" as those terms are defined under Conn. Gen. Stat. § 10-234aa, that is in possession of or has access to student information, student records or student-generated content as a result of a contract with the Board;

(ii) "Student information" means personally identifiable information or material of a student in any media or format that is not publicly available and is any of the following: (A) Created or provided by a student or the parent or legal guardian of a student, to the operator in the course of the student, parent or legal guardian using the operator's Internet web site, online service or mobile application for school purposes, (B) created or provided by an employee or agent of a local or regional board of education to an operator for school purposes, or (C) gathered by an operator through the operation of the operator's Internet web site, online service or mobile application and identifies a student, including, but not limited to, information in the student's records or electronic mail account, first or last name, home address, telephone number, date of birth, electronic mail address, discipline records, test results, grades, evaluations, criminal records, medical records, health records, Social Security number, biometric information, disabilities, socioeconomic information, food purchases, political affiliations, religious affiliations, text messages, documents, student identifiers, search activity, photographs, voice recordings, survey responses or behavioral assessments;

(iii) "Student record" means any information directly related to a student that is maintained by a local or regional board of education, the State Board of Education or the Department of Education or any information acquired from a student through the use of educational software assigned to the student by a teacher or employee of the New Milford Board of Education, except "student record" does not include de-identified student information allowed under the contract to be used by the contractor to (A) improve educational products for adaptive learning purposes and customize student learning, (B) demonstrate the effectiveness of the

contractor's products in the marketing of such products, and (C) develop and improve the contractor's products and services;

(iv) "Student-generated content" means any student materials created by a student including, but not limited to, essays, research papers, portfolios, creative writing, music or other audio files or photographs, except "student-generated content" does not include student responses to a standardized assessment;

(v) "Directory information" has the same meaning as provided in the Federal Education Rights to Privacy Act, 20 U.S.C. § 1232g ("FERA") and 34 CFR § 99.3, as amended from time to time;

(vi) "School purposes" means purposes that customarily take place at the direction of a teacher or a local or regional board of education, or aid in the administration of school activities, including, but not limited to, instruction in the classroom, administrative activities and collaboration among students, school personnel or parents or legal guardians of students;

(vii) "Student" means a person who is a resident of the state and (A) enrolled in a preschool program participating in the state-wide public school information system, pursuant to section 10-10a of the general statutes, (B) enrolled in grades kindergarten to twelve, inclusive, in a public school, (C) receiving special education and related services under an individualized education program, or (D) otherwise the responsibility of a local or regional board of education;

(viii) "Targeted advertising" means presenting an advertisement to a student where the selection of the advertisement is based on student information, student records or student-generated content or inferred over time from the usage of the operator's Internet web site, online service or mobile application by such student or the retention of such student's online activities or requests over time for the purpose of targeting subsequent advertisements. "Targeted advertising" does not include any advertising to a student on an Internet web site that such student is accessing at the time or in response to a student's response or request for information or feedback;

(ix) "De-identified student information" means any student information that has been altered to prevent the identification of an individual student;

(x) "Persistent unique identifier" means a unique piece of information that can be used to recognize a user over time and across different Internet websites, online services or mobile applications and is acquired as a result of the use of a student's use of an operator's Internet website, online service or mobile application;

(xi) For purposes of this Addendum, the terms student information, student records and student-generated content shall be collectively referred to as "Student Data."

2. Scope of Services

[Insert Contractor's name] has authorization to use Student Data and Employee data for the following purposes only: [list services]. Any use of Student and Employee data for targeted marketing and/or advertisements is prohibited. Any use beyond the scope detailed in this provision constitutes a violation of this agreement and will result in termination of services.

3. Property and Control

The Contractor agrees and understands that all Student Data to which the Contractor may have access to is not the property of, nor under the control of, the Contractor. Such Data remains the property of the Board and/or student/family to whom the Data pertains.

4. Secure Data Storage

The Contractor agrees to use secure data storage mechanisms that are within reasonable industry standards in performing its obligations in this Contract.

5. Deletion of Student Data

The Board may request that the Contractor delete any Student Data, including Directory Information, to which the Contractor has access or possession. The Board shall provide this request to the Contractor in writing (which may include electronic communication) to the Contractor's designated representative, who the Contractor shall identify at the time of the execution of the Contract and this Addendum. The Contractor shall delete all such data within a reasonable time, but in no event later than the time frames set forth in the Federal Educational Records Privacy Act (20 U.S. C. § 1232g ("FERPA")) or Connecticut General Statutes § 10-234aa through Connecticut General Statutes § 10-234dd, inclusive.

6. Contractor Use of Student Data

The Contractor agrees that it shall not use any Student Data, including Directory Information, to engage in any targeted marketing of any kind or for any use prohibited by Connecticut General Statutes § 10-234aa through Connecticut General Statutes § 10-234dd, inclusive. The Contractor may only use the Student Data for purposes authorized by the Contract or purchase order for services rendered.

7. Parent, Student or Guardian Review of Student Data

The Board shall permit any student, parent or legal guardian to review Student Data as required by applicable law, including but not limited to the Federal Education Rights and Privacy Act, 20 U.S.C. § 1232g ("FERPA") or otherwise in accordance with Board policies. Should any parent, student or guardian request to review Student Data solely in the possession of the Contractor, the Board shall notify the Contractor's authorized representative in writing, which may include by electronic communication. The Contractor shall, within a reasonable time, but in no event later than the time frames proscribed by FERPA, allow such review. Should the parent,

student or guardian be entitled to correct erroneous information in accordance with FERPA or other applicable law or Board policy, the Board shall notify the Contractor and the Contractor shall correct such information in accordance with FERPA's timelines.

8. Ensuring Confidentiality

The Contractor shall take measures that are within reasonable industry standards to ensure the safety and confidentiality of all Student Data. Contractor will ensure that New Milford student data will be provided only to those individuals in the company that are required to have access to meet the Contractor's obligations to the district. Said access will be logged and available to the district upon demand.

9. Data Backup Plans

The Contractor agrees that it shall use data backup plans and business continuity plans, in accordance with reasonable industry standards, to insure no data loss for the duration of the Contract. The Contractor shall further provide details as to how data security is applied to data at rest and in transit. Mass data transfers must be approved by the Board. Data retention periods will be provided to the Board as an addendum to this contract.

10. Unauthorized Release, Disclosure or Acquisition of Student Data

In the event that the Contractor for any reason, intentional or otherwise, permits any unauthorized release, disclosure or acquisition of Student Data, including Directory Information and/or De-identified Student Information, under any circumstances, it shall immediately notify the Superintendent of Schools or designee within the timelines set forth in Conn. Gen. Stat. § 10-234dd. Upon discovering such unauthorized release, the Contractor shall, within the timelines set forth in Conn. Gen. Stat. § 10-234dd, implement all reasonable steps necessary to address and rectify said release. The Contractor understands that the Board shall notify all parents, students or guardians affected by any unauthorized breach of Student Data security within two (2) business days of its receipt of notice of such breach. The Contractor shall further provide notice, in writing, upon having completed the steps necessary to secure the return of and to maintain the future security of all such information.

The Contractor shall append to this agreement a copy of their critical incident response plan. The Contractor agrees to fully cooperate with the Board of Education with respect to the investigation of any breach. In the event a data breach occurs that results in an unauthorized release of student or employee data, the Contractor shall, in addition to its obligations under Conn. Gen. Stat. § 10-234dd, provide written notice to the Superintendent of Schools and Director of Technology, that describes what happened, when the breach occurred, when the breach was identified, a complete accounting of the data that was breached, the number of students or employees impacted, which student or employees were impacted, and steps taken to mitigate continued breach of data.

11. Retention of Student Data

The Contractor understands that it shall not retain any Student Data upon the completion of the services in the Contract. Notwithstanding, the Contractor may continue to retain Student Data only if the student, parent or legal guardian of a student chooses to establish or maintain an electronic account with the Contractor for purposes of storing student-generated content (when available).

The Contractor agrees to provide the Board with all data retention periods. Providing any Student Data, including de-identified Student Data, to a third party is expressly prohibited unless expressly agreed to in writing by the Board.

If the Contractor wishes to destroy any data or student-generated content, it must first obtain the permission of the Board and provide the Board with all documentation setting forth the documents being destroyed and the process concerning said destruction.

12. FERPA

The Contractor and the New Milford Board of Education will ensure compliance with FERPA. Further, access to Student Data will be provided only to those individuals of the Contractor that are necessary to have such access to meet the Contractor's obligations hereunder. The Contractor and the Board agree that the Contractor shall be deemed a "school official" for purposes of FERPA.

13. Governing Law

The laws of Connecticut shall govern the duties of the obligations of the Contractor and the Board and this Contract shall be governed in accordance with Connecticut's laws. Any disputes arising hereunder shall be governed by and in the courts of the State of Connecticut.

14. Invalid Provisions

If any provision of the Contract is held to be invalid, such finding does not impact the validity of all remaining provisions and such provisions shall continue to exist in full binding force and effect without the invalid provision.

15. Contractor's Agreement to Comply With Conn. Gen. Stat. § 10-234aa Through Conn. Gen. Stat. § 10-234dd, Inclusive

By executing the Contract and this Addendum, the Contractor hereby acknowledges and represents that it has read and fully understands all of its obligations and requirements imposed upon it by Connecticut General Statutes § 10-234aa through Connecticut General Statutes § 10-234dd, inclusive.

16. Obligations Not Assignable

The Contractor agrees and acknowledges that it may not in any way assign away the obligations it has pursuant to Connecticut General Statutes § 10-234aa through Connecticut General Statutes § 10-234dd, inclusive.

17. Obligations Are In Addition to Pre-existing Obligations

The Contractor understands, acknowledges and agrees that it has the obligations to follow the rules set forth in Connecticut General Statutes § 10-234aa through Connecticut General Statutes § 10-234dd, inclusive. These obligations are in addition to and not in lieu of any other obligations that it may have to maintain the protection and security of Student Data, whether such obligation arises under the Contract or other applicable law. To the extent any provision of the Contract in any way releases, deletes, lessens, assigns, transfers, removes or in any way discharges the Contractor from its obligations under Connecticut General Statutes § 10-234aa through Connecticut General Statutes § 10-234dd, inclusive, such provisions shall be deemed to be null and void.

18. Publicity

The Contractor agrees that the school district, its schools, students and faculty may not be used in any marketing efforts without the express written consent of the Board of Education or its designee.

19. Training

Where applicable, the Contractor shall provide training to the Board's employees on the use of the Contractor's product.

20. Amendment

This Contract may be changed, amended, or superseded, only upon an agreement in writing executed by both parties hereto.

WHEREFORE, the Parties intending to be legally bound by the execution of this Contract, hereby assert the same by affixing their signatures as stated below.

On Behalf of The Contractor

Date

On Behalf of the New Milford Board of
Education

Date

FOR DISCUSSION

Language in **RED** constitutes an addition

COMMENTARY: Added mission statement language.

1000

Community Relations

Concept, Goals and Roles in Community Relations

The Board of Education recognizes that the community, defined broadly as the state and specifically as the area served by the school system, determines the quality of local education. It is imperative that members of the community and the school personnel cooperate in planning, developing policy, implementing programs and evaluating results.

School-community relations are not merely reporting and interpreting. Rather, they are part of a public enterprise in which community members and school personnel play their respective roles in ~~the best interests of the school district~~ **fulfilling the mission of the New Milford Public Schools:**

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.

The Board of Education establishes the following goals for the community relations program:

1. To increase public understanding of the school system.
2. To increase community confidence and interest in the school system.
3. To promote effective dissemination of information concerning school activities.
4. To solicit community opinions about the school system.
5. To encourage the sharing of resources among civic and community organizations for the benefit of the school system.

Policy adopted:
Policy reviewed:

May 7, 2001
October 15, 2013

NEW MILFORD PUBLIC SCHOOLS
New Milford, Connecticut

FOR DISCUSSION

Language in **RED** constitutes an addition

COMMENTARY: Updated legal reference, more substantial revision to follow.

1110.1(a)

Community Relations

Communications with the Public

Parent Involvement

The Board of Education believes that the education of children is a cooperative effort among the parents, school and community. In this policy the word “parent” also includes guardians and other family members involved in supervising the child’s schooling.

We believe, as research demonstrates, that increased parent involvement improves student achievement. Parent involvement initiatives in the school system will accommodate diversity, be flexible and creative, promote effective two-way communication, and offer opportunities for all parents to participate. The implementation of this policy is the responsibility of all district staff.

Parent involvement activities will be coordinated at the district level. Each school will develop an annual plan for parent involvement activities. It is expected that this will create opportunities for collaboration between and among schools. Requirements for state and federally funded programs will be met.

Title I Parent Involvement

The Board of Education endorses the parent involvement goals of Title I and encourages the regular participation by parents of Title I eligible children in all aspects of the program. The education of children is viewed as a cooperative effort among the parents, school and community. In this policy, the term “parent” also includes guardians and other family members involved in supervising the child’s schooling.

The District will develop jointly with and distribute to parents of children participating in the Title I program a copy of written parent involvement procedures to accompany this policy.

At the required annual meeting of Title I parents, parents will have opportunities to participate in the design, development, operation and evaluation of the program for the next school year. Proposed activities shall be presented to fulfill the requirements necessary to address the requirements of parental involvement goals.

In addition to the required annual meeting, at least three additional meetings shall be held (at various times in the day or the evening) for parents of children participating in the Title I program. These meetings shall be used to provide parents with:

Community Relations

Communications with the Public

Title I Parent Involvement (continued)

1. Timely information about programs provided under Title I;
2. A description and explanation of the curriculum in use in the school, the forms of academic assessment used to measure student progress, and the proficiency levels students are expected to meet;
3. Opportunities to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children; and
4. The opportunity to bring parent comments, if they are dissatisfied with the school's Title I program.

Title I funding, if sufficient, may be used to facilitate parent attendance at meetings through payment of transportation and childcare costs.

The parents of children identified to participate in Title I program shall receive from the school Principal and Title I staff an explanation of the reasons supporting each child's selection for the program, a set of objectives to be addressed, and a description of the services to be provided. Opportunities will be provided for the parents to meet with the classroom and Title I teachers to discuss their child's progress. Parents will also receive guidance as to how they can assist in the education of their children at home.

Each school in the District receiving Title I funds shall jointly develop with parents of children served in the program a "School-Parent Compact" outlining the manner in which parents, school staff and students share the responsibility for improved student academic achievement in meeting State standards.

The School Parent Compact shall

1. Describe the school's responsibility to provide high-quality curriculum and instruction in a supportive and effective learning environment enabling children in the Title I program to meet the State's academic achievement standards;
2. Indicate the ways in which each parent will be responsible for supporting their children's learning, such as monitoring attendance, homework completion, monitoring television watching, volunteering in the classroom, and participating, as appropriate, in decisions related to their child's education and positive use of extra-curricular time; and

Community Relations

Communications with the Public

The School Parent Compact shall (continued)

3. Address the importance of parent-teacher communication on an on-going basis, with at a minimum, parent-teacher conferences, frequent reports to parents, and reasonable access to staff.

Legal Reference: ~~P.L. 107-110, "No Child Left Behind Act of 2001,"~~

Title I – Improving the Academic Achievement of the Disadvantaged, ~~See:~~
~~1118-~~ **20 U.S.C. § 6318 (Parent and Family Engagement)**

Policy adopted: May 7, 2001
Policy revised: June 9, 2009
Policy reviewed: October 15, 2013

NEW MILFORD PUBLIC SCHOOLS
New Milford, Connecticut

FOR DISCUSSION

COMMENTARY: For review in conjunction with Policy 1110.1.

6172.41(a)

Instruction

Title I Programs

The Superintendent or his/her designee shall pursue funding under Title I, Improving the Academic Achievement of the Disadvantaged, of the Elementary and Secondary Education Act, to supplement instructional services and activities in order to improve the educational opportunities of educationally disadvantaged or deprived children.

Comparability of Services

In order to fulfill the fiscal mandates of Title I, the Board of Education affirms that state and local funds will be used in Title I schools to provide services that, taken as a whole, are at least comparable to services in schools that do not receive Title I funds. In other words, the district will equalize the provision of educational services among its schools before it supplements its Title I schools with federal funds.

The Superintendent shall ensure comparability among schools by:

1. Maintaining a district-wide salary schedule.
2. Providing equivalence among schools in teachers, administrators, and other staff
3. Providing equivalence among schools in the provision of curriculum materials and instructional supplies.

The Superintendent of Schools or designee shall maintain records that are updated at least biennially to document the District's compliance with this requirement and provide written assurances regarding comparability to the State Department of Education as required by law.

Title I Parental Involvement

The District maintains programs, activities, and procedures for the involvement of parents/guardians of students receiving services, or enrolled in programs, under Title I. These programs, activities, and procedures are described in District-level and School-level compacts.

District-Level Parental Involvement Compact

The Superintendent or his/her designee shall develop a District-Level Parental Involvement Compact according to Title I requirements. The District-Level Parental Involvement Compact shall contain: (1) the District's expectations for parental involvement, (2) specific strategies for effective parent involvement activities to improve student academic achievement and school performance, and (3) other provisions as required by federal law. The Superintendent or designee shall ensure that the Compact is distributed to parents/guardians of students receiving services, or enrolled in programs, under Title I.

Instruction

Title I Programs

School-Level Parental Involvement Compact

Each Building Principal or his/her designee shall develop a School-Level Parental Involvement Compact according to Title I requirements. This School-Level Parental Involvement Compact shall contain: (1) a process for continually involving parents/guardians in its development and implementation, (2) how parents/guardians, the entire school staff, and students share the responsibility for improved student academic achievement, (3) the means by which the school and parents/guardians build and develop a partnership to help children achieve the State's high standards, and (4) other provisions as required by federal law. Each Building Principal or designee shall ensure that the Compact is distributed to parents/guardians of students receiving services, or enrolled in programs, under Title I.

- (cf. 3541 – Transportation)
- (cf. 5111 – Admission)
- (cf. 5117.1 – Intra-district Choice)
- (cf. 5118.1 – Homeless Students)
- (cf. 5125 – Student Records)
- (cf. 5145.14 – On-Campus Recruitment)
- (cf. 5145.15 – Directory Information)
- (cf. 6141.311 – Programs for Limited English Proficient Students)
- (cf. 6141.312 – Migrant Students)
- (cf. 6159.1 – Teacher Aides)
- (cf. 6161.3 – Comparability of Services)
- (cf. 6162.51 – Student Privacy)
- (cf. 6172.4 – Title I Parent Involvement)

Legal Reference: Title I of the Elementary and Secondary Education Act, 20 U.S.C.
§6301-6514.
20 U.S.C. 6321 Fiscal requirements

Policy adopted: June 10, 2003
Policy revised: June 8, 2010

NEW MILFORD PUBLIC SCHOOLS
New Milford, Connecticut

PUBLIC RECORDS

- I. MOST RECORDS OR FILES OF STATE AND LOCAL AGENCIES, INCLUDING MINUTES OF ALL THEIR MEETINGS, ARE AVAILABLE TO THE PUBLIC FOR INSPECTION OR COPYING.

This includes

-Information or data which is typed, handwritten, tape recorded, printed, photographed or computer-stored.

-Most inter-agency and intra-agency memoranda or letters.

- II. RECORDS SPECIFICALLY EXEMPTED FROM DISCLOSURE BY FEDERAL LAW OR STATE STATUTE ARE NOT AVAILABLE TO THE PUBLIC.

In addition, the following records may not be available to the public: some preliminary drafts or notes; personnel or medical files; certain law enforcement records, including arrest records of juveniles and some witness and victim identification information; records relating to pending claims and litigation; trade secrets and certain commercial or financial information; test questions used to administer licensing, employment or academic examinations; real estate appraisals and construction contracts until all of the property has been acquired; personal financial data required by a licensing agency; records relating to collective bargaining; tax returns and communications privileged by the attorney-client relationship; names and addresses of public school students; certain investigation records of misconduct in state government reported to the state Attorney General or Auditors; certain adoption records; election, primary, referenda and town meeting petition pages, until certified; certain health authority complaints and records; certain

educational records; records where there are reasonable grounds to believe disclosure may result in a safety risk; certain records, if disclosure would compromise the security or integrity of an information technology system; responses to bid solicitations until the contract is executed; certain law enforcement records depicting the victim of a homicide; and other records set forth in the FOI Act.

- III. YOU MAY INSPECT PUBLIC RECORDS DURING REGULAR OFFICE HOURS, BUT COPIES, PRINT-OUTS OR TRANSCRIPTS SHOULD BE REQUESTED IN WRITING.

The fee for a copy of a public record from a state agency must not exceed 25¢ per page. The fee for a copy of a public record from a non-state agency must not exceed 50¢ per page. The fee for a computer disk, tape, printout or for a transcript, or a copy thereof, must not exceed the actual cost to the agency involved. The agency may also require the prepayment of these fees if their estimated cost is \$10.00 or more. No sales tax may be imposed for copies of the public records requested under this Act.

The agency is required to waive any fee for copies if the person requesting the copies is indigent; or if the agency determines that the request benefits the public welfare.

There is an additional charge for a certified copy of a public record.

You are entitled to prompt access to inspect or copy public records. If an agency fails to respond to a request within four business days, such failure can be treated as a denial of the request.

THE FREEDOM OF INFORMATION COMMISSION

- I. YOU MAY APPEAL THE DENIAL OF ANY RIGHT CONFERRED BY THIS ACT TO THE FREEDOM OF INFORMATION COMMISSION.

You do not have to hire a lawyer to appeal to the Commission.

You must, however, appeal to the Commission within 30 days of the denial of any right conferred by this Act.

- II. IF YOU HAVE ANY QUESTIONS CONCERNING YOUR RIGHTS UNDER THE FREEDOM OF INFORMATION ACT, INCLUDING HOW TO APPEAL, CONTACT:

FREEDOM OF INFORMATION COMMISSION
OF THE STATE OF CONNECTICUT
18-20 TRINITY STREET
HARTFORD, CONNECTICUT 06106
TELEPHONE: (860) 566-5682
TOLL-FREE (CT ONLY): (866) 374-3617
FAX: (860) 566-6474
EMAIL: FOI@CT.GOV
WWW.CT.GOV/FOI

12/10

HIGHLIGHTS OF THE CONNECTICUT FREEDOM OF INFORMATION ACT

1975-2017



(Be Sure To Consult Statutes)

PUBLIC AGENCIES

YOU HAVE THE RIGHT TO OBTAIN RECORDS AND ATTEND MEETINGS OF ALL PUBLIC AGENCIES—WITH CERTAIN LIMITED EXCEPTIONS.

This applies to

-State and local government agencies, departments, institutions, boards, commissions and authorities and their committees.

-Executive, administrative or legislative offices, and the judicial branch and the Division of Criminal Justice with respect to their administrative functions.

-Certain other entities based on the following criteria: (1) whether the entity performs a governmental function; (2) the level of government funding; (3) the extent of government involvement or regulation; and (4) whether the entity was created by the government.

PUBLIC MEETINGS

- I. MEETINGS, INCLUDING HEARINGS AND OTHER PROCEEDINGS, MUST BE OPEN TO THE PUBLIC—EXCEPT IN LIMITED SITUATIONS.

A public meeting is any hearing or other proceeding of a public agency, or gathering of, or communication by or to a quorum of a multi-member agency, to discuss or act on any matter over which it has authority.

The following are not public meetings: meetings of certain personnel search committees; collective bargaining strategy and negotiating sessions; caucuses; chance or social gatherings not intended to relate to official business; administrative or staff meetings of a single-member agency (e.g., mayor); and communications limited to notice of agency meetings or their agendas.

No registration or other requirements may be imposed on a member of the public seeking attendance at a public meeting.

The public, as well as the news media, may photograph, record or broadcast meetings, subject to prior reasonable rules regarding non-interference with the conduct of the meeting.

- II. ONLY THREE KINDS OF MEETINGS ARE RECOGNIZED UNDER THE FREEDOM OF INFORMATION ACT: REGULAR, SPECIAL AND EMERGENCY.

A state agency must file each year a schedule of its regular meetings with the Secretary of the State. A town or city agency must file each year a schedule of its regular meetings with the clerk of the town or city. A multi-town district or agency must file each year a schedule of its regular meetings with the clerk of each municipal member of the district or agency.

A special meeting may be called up to 24 hours (excluding weekends, holidays, and days on which the office of the Secretary of the State or municipal clerk, as the case may be, is closed) before the time set for the meeting. A special meeting is called by filing a notice stating the time, place and business to be transacted. A state agency files this notice with the Secretary of the State; a local agency files this notice with the municipal clerk; a multi-town district or agency files this notice with the clerk of each municipal member of the district or agency.

An emergency meeting may be held without complying with the preceding notice requirements. However, the agency must file its minutes, including the reason for the emergency, within 72 hours (excluding weekends and holidays) of the meeting with the Secretary

of the State if a state agency; or with the municipal clerk if a local agency; or with the clerk of each municipal member if a multi-town district or agency.

- III. YOU ARE ENTITLED TO RECEIVE A COPY OF THE NOTICE AND AGENDA OF A MEETING.

An agency is required to send a notice of its meetings, where practicable at least 1 week prior to the meeting date, to any person who has made a written request. The agency may establish a reasonable charge for this service.

Each agency must make available its agenda for each regular meeting at least 24 hours before the meeting to which it refers. New business not on the agenda may be considered and acted on only on a 2/3 vote of the members of the agency.

- IV. AGENCY MINUTES AND RECORD OF VOTES MUST BE AVAILABLE TO THE PUBLIC.

The minutes of each agency meeting must be made available to the public within 7 days of the session to which they refer in the agency's office if it has one; or, if none, in the office of the Secretary of the State for state agencies or in the municipal clerk's office for local agencies. In the case of special meetings, the 7 day period excludes weekends and holidays. The minutes must contain the record of each member's vote on any issue before the agency.

The votes of each member on any issue must be put in writing and made available to the public within 48 hours, excluding weekends and holidays, of the meeting at which the votes were taken.

The minutes of a meeting at which an executive session occurs must indicate all persons who were in attendance

at the closed session, except for job applicants who were interviewed.

EXECUTIVE SESSIONS

- I. AN AGENCY MAY CLOSE CERTAIN PORTIONS OF ITS MEETINGS BY A VOTE OF 2/3 OF THE MEMBERS PRESENT AND VOTING. THIS VOTE MUST BE CONDUCTED AT A PUBLIC SESSION.

Meetings to discuss the following matters may be closed: specific employees (unless the employee concerned requests that the discussions be open to the public); strategy and negotiations regarding pending claims and litigation; security matters; real estate acquisition (if openness might increase price); or any matter that would result in the disclosure of a public record exempted from the disclosure requirements for public records.

Any business or discussion in a closed session must be limited to the above areas.

The agency may invite persons to present testimony or opinion in the executive session, but their attendance must be limited to only the time necessary for that testimony or opinion.

FOR DISCUSSION

Language in **RED** constitutes an addition

COMMENTARY: Language more closely mirrors FOI wording.

1112(a)

Community Relations

News Media Relationships

Because schools are public institutions serving the educational needs of the community, it is important that information be disseminated concerning programs, activities, and significant school events. To ensure that this publicity be given wide coverage and coordinated with a common effort and purpose, the following procedures shall be followed with news media:

1. The Board of Education Chairperson shall be the official spokesman for the Board. The Superintendent of Schools may report on actions of the Board.
2. News releases of a system-wide nature, or which pertain to established school system policy, are the responsibility of the Superintendent and will be issued through his/her office.
3. News releases which are of concern to only one school, or to an organization of one school, are the responsibility of Principals, subject to any procedures that may be developed by the Superintendent of Schools.

Recording and Conduct at Board Meetings

Board meetings to which the public has access may be photographed, broadcast, or recorded ~~for broadcast~~ **by the public, as well as the news media**, ~~any person or by any newspaper, radio broadcasting company, or television broadcasting company,~~ subject to the following guidelines:

1. **The public, as well as the news media**, ~~Any person or any photographer, broadcaster, or news journalist authorized by an employer or student news medium to record, photograph, broadcast, or record for broadcast, proceedings at a public meeting of the Board of Education, and any personnel associated with said photographer, broadcaster, or news journalist,~~ shall record, photograph, **or** broadcast, ~~or record for broadcast proceedings of~~ said meeting as inconspicuously as possible and in such a manner which doesn't disturb proceedings.
2. If, in the judgment of the Chairperson of the Board of Education, the presence at a Board meeting of any person, ~~photographer, broadcaster, or news journalist~~ causes such disruption that orderly conduct of the public business at such meeting becomes unfeasible, access by these individuals may be limited to the extent necessary to remove disruption.

Community Relations

News Media Relationships (continued)

3. In the event that any meeting of the Board is interrupted by any person or group of persons so as to render the orderly conduct of such meeting unfeasible, and if (in the judgment of the Chairperson) order cannot be restored by the removal of individuals who are willfully interrupting the meetings, the Board may order the meeting room cleared and continue in session. Only matters appearing on the agenda may be considered in such a session. Duly accredited representatives of the press or other news media, except those participating in the disturbance, shall be allowed to attend any such session.

Legal Reference: Connecticut General Statutes

1-226 Recording, broadcasting, or photographing meetings.

1-232 Conduct of meetings.

Policy adopted: May 7, 2001
Policy revised: June 9, 2009
Policy reviewed: October 15, 2013

NEW MILFORD PUBLIC SCHOOLS
New Milford, Connecticut

FOR DISCUSSION

Language in **RED** constitutes an addition

1112.5(a)

COMMENTARY: Connecticut General Statutes § 10-209 prohibits boards of education from disclosing health or psychological examination records. This is a useful legal reference to add to this policy because there may be instances – sports, etc. – where student medical information is requested. Such information should never be disclosed without student/ parent consent.

Community Relations

Media Access to Students

The Board recognizes the important role the media serves in reporting information about the district's program, services and activities. Therefore, the district will make every reasonable effort to provide media access to students.

School administrators shall be authorized to grant permission and set parameters for media access to students in their respective schools in order to protect the students' privacy rights under state and federal law. The media may interview and photograph students involved in instructional programs and school activities including public athletic events or other activities open to and attended by the general public provided their presence will not be unduly disruptive and shall comply with Board policies and district goals.

Media representatives shall be required to report to the administration for prior approval before accessing students involved in instructional programs and activities not attended by the general public.

Media representatives wishing to photograph or identify particular students, or otherwise publish or disclose personally identifiable information regarding such students, must obtain parental or guardian approval as well. Such permission shall not be required before photographs, videotapes, and/or articles referring to students involved in public athletic events or other activities open to and attended by the general public may be published.

Parents who do not want their student interviewed, photographed or videotaped by the media shall inform the school Principal accordingly.

Information obtained by media representatives directly from students does not require parental approval prior to publication by the media. Parents who do not want their student interviewed or photographed by the media may direct their student accordingly.

District employees may release student information to the media only in accordance with applicable provisions of the education records law and Board policies governing directory information and personally identifiable information.

(cf. 5125 - Student Records; Confidentiality)

Community Relations

Media Access to Students (continued)

Legal Reference: Connecticut General Statutes
1-210 Access to public records. Exempt records.
10-209 Records not to be public. Provision of reports to schools.
Federal Family Educational Rights and Privacy Act, Sec. 438, 20 U.S.C. Sec
1232g (1988).
Individuals with Disabilities Education Act, 20 U.S.C. Sec 1400 et seq.

Policy adopted: May 7, 2001
Policy revised: June 9, 2009
Policy reviewed: October 15, 2013

NEW MILFORD PUBLIC SCHOOLS
New Milford, Connecticut

FOR DISCUSSION

Language in **RED** constitutes an addition

COMMENTARY: Language more closely mirrors FOI wording.

1120(a)

Community Relations

Public Participation at Board of Education Meetings

The regular and special meetings of the Board of Education are open to the public and representatives of the press except that a part of any meeting may be designated an executive session as provided by law. (See 9324 for details)

The Board of Education welcomes participation of interested organizations and individuals. Advance announcement of all regular and special meetings of the Board of Education is made through posting the agenda (including posting on the Board's website, to the extent required by law), ~~through notices to newspapers,~~ and directly to citizens and community and professional organizations who specifically request such notification. Notice of meetings will be **sent mailed** to persons filing a written request renewable in January of each year. Said notice shall, where practicable, be given at least one week prior to the date set for the meeting, except that the Board may give such notice as it deems practical for special meetings called less than seven days prior to the date set for the meetings. A reasonable charge may be made for those persons or organizations requesting advance announcements of meetings and agenda backup materials based on the estimated cost of providing such service.

Board meetings are meetings held in public and are not open hearings. Once the Board moves into regular agenda the public may participate as allowed by the Chairperson and with the following restrictions:

1. Questions and/or comments are to be restricted to the specific agenda item being discussed;
2. Board members shall be recognized first for comments and/or questions;
3. Questions and/or comments by the public may be restricted by the Board Chairperson;
4. The Chairperson may, at his/her discretion, curtail public discussion at any time.

With regard to ##3 and 4, above, public questions and/or comments may be restricted by the Chairperson a) due to time limitations and the need by the Board to address other business, and b) to the extent necessary to remove disruption, where any person or group of persons interrupts the meeting so as to render the orderly conduct of such meeting unfeasible.

Community Relations

Public Participation at Board of Education Meetings (continued)

The Board agenda provides opportunities for comments and questions from persons attending the meeting. Any citizen may appear before the Board to express his/her opinion concerning the educational program of the district. In addition to the restrictions listed above, the public is advised that any discussion of specific Board employees will not be allowed at meetings and should be addressed to that employee's immediate supervisor.

(cf. 1312 Public Complaints)

Legal Reference: Connecticut General Statutes

1-225 Meetings of government agents to be public. Recording of votes. Schedule and agenda of meetings to be filed. Notice of special meetings. Executive sessions.

1-226 Broadcasting or photographing meetings.

19a-342 Smoking in public meetings in rooms of public building prohibited.

1-227 Mailing of notice of meetings to persons filing written request. Fees.

1-230 Regular meetings to be held pursuant to regulation, ordinance or resolution.

1-232 Conduct of meetings.

1-206 Denial of access to public records or meetings.

10-238 Petition for hearing by board of education.

Policy adopted: May 7, 2001
Policy revised: June 9, 2009
Policy reviewed: October 15, 2013

NEW MILFORD PUBLIC SCHOOLS
New Milford, Connecticut

FOR DISCUSSION

Language in **RED** constitutes an addition

COMMENTARY: Language more closely mirrors FOI wording.

9321(a)

Bylaws of the Board

Time, Place and Notification of Meetings

Regular Meetings

The Board of Education shall file with the Town Clerk, not later than January 31st of each year, the schedule of the regular meetings of the Board of Education and shall post such schedule on the Board's website, to the extent required by law. No meeting shall be held sooner than thirty days after such filing.

Special Meetings

Special meetings are meetings that are not part of the schedule of regular meetings and include make-up dates for regular meetings that may have been postponed. Notice of each special meeting of the Board of Education shall be posted at least twenty four hours in advance in the offices of the Board and the Town Clerk and shall be posted on the Board's website, to the extent required by law. The notice must give the time and place of the special meeting and the business to be transacted. No other business shall be considered by the Board at that special meeting. Each member of the Board of Education shall be notified by the Superintendent or the Clerk in writing not less than 24 hours prior to the time of the special meeting and shall be advised of the time, place and business to be transacted, although any Board member may waive the 24 hour notification by a written waiver of notice or a telegram to the purpose, and this 24 hour notification requirement may be dispensed with as to any member who is actually present at the meeting at the time it convenes.

Notice of Meetings

Notice of meetings will be **sent** ~~mailed~~ to persons filing a written request renewable in January of each year. Said notice shall, where practicable, be given at least one week prior to the date set for the meeting, except that the Board may give such notice as it deems practical for special meetings called less than seven days prior to the date set for the meeting. The Board of Education will charge a fee for these notices based upon cost of the service, as provided by law.

Legal Reference: Connecticut General Statutes

1-206 Denial of access to public records or meetings.

1-225 Meetings of government agencies to be public.

1-227 Mailing of notice of meetings to persons filing written request.

1-228 Adjournment of meetings. Notice.

1-229 Continued hearings. Notice.

Bylaws of the Board

Time, Place and Notification of Meetings (continued)

Legal Reference: Connecticut General Statutes

1-230 Regular meetings to be held pursuant to regulation, ordinance or resolution.

10-218 Officers. Meetings

Bylaw adopted by the Board: January 9, 2001
Bylaw revised by the Board: March 10, 2009
Bylaw revised by the Board: June 12, 2012

NEW MILFORD PUBLIC SCHOOLS
New Milford, Connecticut



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Public Act No. 16-189

AN ACT CONCERNING STUDENT DATA PRIVACY.

Be it enacted by the Senate and House of Representatives in General Assembly convened:

Section 1. (NEW) (*Effective October 1, 2016*) As used in this section and sections 2 to 4, inclusive:

(1) "Contractor" means an operator or consultant that is in possession of or has access to student information, student records or student-generated content as a result of a contract with a local or regional board of education;

(2) "Operator" means any person who (A) operates an Internet web site, online service or mobile application with actual knowledge that such Internet web site, online service or mobile application is used for school purposes and was designed and marketed for school purposes, to the extent it is engaged in the operation of such Internet web site, online service or mobile application, and (B) collects, maintains or uses student information;

(3) "Consultant" means a professional who provides noninstructional services, including, but not limited to, administrative, planning, analysis, statistical or research services, to a local or regional board of education pursuant to a contract with such local or regional

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board of education;

(4) "Student information" means personally identifiable information or material of a student in any media or format that is not publicly available and is any of the following: (A) Created or provided by a student or the parent or legal guardian of a student, to the operator in the course of the student, parent or legal guardian using the operator's Internet web site, online service or mobile application for school purposes, (B) created or provided by an employee or agent of a local or regional board of education to an operator for school purposes, or (C) gathered by an operator through the operation of the operator's Internet web site, online service or mobile application and identifies a student, including, but not limited to, information in the student's records or electronic mail account, first or last name, home address, telephone number, date of birth, electronic mail address, discipline records, test results, grades, evaluations, criminal records, medical records, health records, Social Security number, biometric information, disabilities, socioeconomic information, food purchases, political affiliations, religious affiliations, text messages, documents, student identifiers, search activity, photographs, voice recordings, survey responses or behavioral assessments;

(5) "Student record" means any information directly related to a student that is maintained by a local or regional board of education, the State Board of Education or the Department of Education or any information acquired from a student through the use of educational software assigned to the student by a teacher or employee of a local or regional board of education, except "student record" does not include de-identified student information allowed under the contract to be used by the contractor to (A) improve educational products for adaptive learning purposes and customize student learning, (B) demonstrate the effectiveness of the contractor's products in the marketing of such products, and (C) develop and improve the

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contractor's products and services;

(6) "Student-generated content" means any student materials created by a student including, but not limited to, essays, research papers, portfolios, creative writing, music or other audio files or photographs, except "student-generated content" does not include student responses to a standardized assessment;

(7) "Directory information" has the same meaning as provided in 34 CFR 99.3, as amended from time to time;

(8) "School purposes" means purposes that customarily take place at the direction of a teacher or a local or regional board of education, or aid in the administration of school activities, including, but not limited to, instruction in the classroom, administrative activities and collaboration among students, school personnel or parents or legal guardians of students;

(9) "Student" means a person who is a resident of the state and (A) enrolled in a preschool program participating in the state-wide public school information system, pursuant to section 10-10a of the general statutes, (B) enrolled in grades kindergarten to twelve, inclusive, in a public school, (C) receiving special education and related services under an individualized education program, or (D) otherwise the responsibility of a local or regional board of education;

(10) "Targeted advertising" means presenting an advertisement to a student where the selection of the advertisement is based on student information, student records or student-generated content or inferred over time from the usage of the operator's Internet web site, online service or mobile application by such student or the retention of such student's online activities or requests over time for the purpose of targeting subsequent advertisements. "Targeted advertising" does not include any advertising to a student on an Internet web site that such

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student is accessing at the time or in response to a student's response or request for information or feedback;

(11) "De-identified student information" means any student information that has been altered to prevent the identification of an individual student; and

(12) "Persistent unique identifier" means a unique piece of information that can be used to recognize a user over time and across different Internet web sites, online services or mobile applications and is acquired as a result of the use of a student's use of an operator's Internet web site, online service or mobile application.

Sec. 2. (NEW) (*Effective October 1, 2016, and applicable to contracts entered into, amended or renewed on or after said date*) (a) On and after October 1, 2016, a local or regional board of education shall enter into a written contract with a contractor any time such local or regional board of education shares or provides access to student information, student records or student-generated content with such contractor. Each such contract shall include, but need not be limited to, the following:

(1) A statement that student information, student records and student-generated content are not the property of or under the control of a contractor;

(2) A description of the means by which the local or regional board of education may request the deletion of student information, student records or student-generated content in the possession of the contractor;

(3) A statement that the contractor shall not use student information, student records and student-generated content for any purposes other than those authorized pursuant to the contract;

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(4) A description of the procedures by which a student, parent or legal guardian of a student may review personally identifiable information contained in student information, student records or student-generated content and correct erroneous information, if any, in such student record;

(5) A statement that the contractor shall take actions designed to ensure the security and confidentiality of student information, student records and student-generated content;

(6) A description of the procedures that a contractor will follow to notify the local or regional board of education, in accordance with the provisions of section 4 of this act, when there has been an unauthorized release, disclosure or acquisition of student information, student records or student-generated content;

(7) A statement that student information, student records or student-generated content shall not be retained or available to the contractor upon completion of the contracted services unless a student, parent or legal guardian of a student chooses to establish or maintain an electronic account with the contractor for the purpose of storing student-generated content;

(8) A statement that the contractor and the local or regional board of education shall ensure compliance with the Family Educational Rights and Privacy Act of 1974, 20 USC 1232g, as amended from time to time;

(9) A statement that the laws of the state of Connecticut shall govern the rights and duties of the contractor and the local or regional board of education; and

(10) A statement that if any provision of the contract or the application of the contract is held invalid by a court of competent jurisdiction, the invalidity does not affect other provisions or applications of the contract which can be given effect without the

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invalid provision or application.

(b) All student-generated content shall be the property of the student or the parent or legal guardian of the student.

(c) A contractor shall implement and maintain security procedures and practices designed to protect student information, student records and student-generated content from unauthorized access, destruction, use, modification or disclosure that, based on the sensitivity of the data and the risk from unauthorized access, (1) use technologies and methodologies that are consistent with the guidance issued pursuant to section 13402(h)(2) of Public Law 111-5, as amended from time to time, (2) maintain technical safeguards as it relates to the possession of student records in a manner consistent with the provisions of 45 CFR 164.312, as amended from time to time, and (3) otherwise meet or exceed industry standards.

(d) A contractor shall not use (1) student information, student records or student-generated content for any purposes other than those authorized pursuant to the contract, or (2) personally identifiable information contained in student information, student records or student-generated content to engage in targeted advertising.

(e) Any provision of a contract entered into between a contractor and a local or regional board of education on or after October 1, 2016, that conflicts with any provision of this section shall be void.

(f) Any contract entered into on and after October 1, 2016, that does not include a provision required by subsection (a) of this section shall be void, provided the local or regional board of education has given reasonable notice to the contractor and the contractor has failed within a reasonable time to amend the contract to include the provision required by subsection (a) of this section.

(g) Not later than five business days after executing a contract

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pursuant to this section, a local or regional board of education shall provide electronic notice to any student and the parent or legal guardian of a student affected by the contract. The notice shall (1) state that the contract has been executed and the date that such contract was executed, (2) provide a brief description of the contract and the purpose of the contract, and (3) state what student information, student records or student-generated content may be collected as a result of the contract. The local or regional board of education shall post such notice and the contract on the board's Internet web site.

Sec. 3. (NEW) (*Effective October 1, 2016*) (a) An operator shall (1) implement and maintain security procedures and practices that meet or exceed industry standards and that are designed to protect student information, student records and student-generated content from unauthorized access, destruction, use, modification or disclosure, and (2) delete any student information, student records or student-generated content within a reasonable amount of time if a student, parent or legal guardian of a student or local or regional board of education who has the right to control such student information requests the deletion of such student information, student records or student-generated content.

(b) An operator shall not knowingly:

(1) Engage in (A) targeted advertising on the operator's Internet web site, online service or mobile application, or (B) targeted advertising on any other Internet web site, online service or mobile application if such advertising is based on any student information, student records, student-generated content or persistent unique identifiers that the operator has acquired because of the use of the operator's Internet web site, online service or mobile application for school purposes;

(2) Collect, store and use student information, student records, student-generated content or persistent unique identifiers for purposes

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other than the furtherance of school purposes;

(3) Sell, rent or trade student information, student records or student-generated content unless the sale is part of the purchase, merger or acquisition of an operator by a successor operator and the operator and successor operator continue to be subject to the provisions of this section regarding student information; or

(4) Disclose student information, student records or student-generated content unless the disclosure is made (A) in furtherance of school purposes of the Internet web site, online service or mobile application, provided the recipient of the student information uses such student information to improve the operability and functionality of the Internet web site, online service or mobile application and complies with subsection (a) of this section; (B) to ensure compliance with federal or state law or regulations or pursuant to a court order; (C) in response to a judicial order; (D) to protect the safety or integrity of users or others, or the security of the Internet web site, online service or mobile application; (E) to an entity hired by the operator to provide services for the operator's Internet web site, online service or mobile application, provided the operator contractually (i) prohibits the entity from using student information, student records or student-generated content for any purpose other than providing the contracted service to, or on behalf of, the operator, (ii) prohibits the entity from disclosing student information, student records or student-generated content provided by the operator to subsequent third parties, and (iii) requires the entity to comply with subsection (a) of this section; or (F) for a school purpose or other educational or employment purpose requested by a student or the parent or legal guardian of a student, provided such student information is not used or disclosed for any other purpose.

(c) An operator may use student information (1) to maintain, support, improve, evaluate or diagnose the operator's Internet web

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site, online service or mobile application, (2) for adaptive learning purposes or customized student learning, (3) to provide recommendation engines to recommend content or services relating to school purposes or other educational or employment purposes, provided such recommendation is not determined in whole or in part by payment or other consideration from a third party, or (4) to respond to a request for information or feedback from a student, provided such response is not determined in whole or in part by payment or other consideration from a third party.

(d) An operator may use de-identified student information or aggregated student information (1) to develop or improve the operator's Internet web site, online service or mobile application, or other Internet web sites, online services or mobile applications owned by the operator, or (2) to demonstrate or market the effectiveness of the operator's Internet web site, online service or mobile application.

(e) An operator may share aggregated student information or de-identified student information for the improvement and development of Internet web sites, online services or mobile applications designed for school purposes.

(f) Nothing in this section shall be construed to (1) limit the ability of a law enforcement agency to obtain student information, student records or student-generated content from an operator as authorized by law or pursuant to a court order, (2) limit the ability of a student or the parent or legal guardian of a student to download, export, transfer or otherwise save or maintain student information, student records or student-generated content, (3) impose a duty upon a provider of an interactive computer service, as defined in 47 USC 230, as amended from time to time, to ensure compliance with this section by third-party information content providers, as defined in 47 USC 230, as amended from time to time, (4) impose a duty upon a seller or provider of an electronic store, gateway, marketplace or other means

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of purchasing or downloading software applications to review or enforce compliance with this section on such software applications, (5) limit an Internet service provider from providing a student, parent or legal guardian of a student or local or regional board of education with the ability to connect to the Internet, (6) prohibit an operator from advertising other Internet web sites, online services or mobile applications that are used for school purposes to parents or legal guardians of students, provided such advertising does not result from the operator's use of student information, student records or student-generated content, or (7) apply to Internet web sites, online services or mobile applications that are designed and marketed for use by individuals generally, even if the account credentials created for an operator's Internet web site, online service or mobile application may be used to access Internet web sites, online services or mobile applications that are designed and marketed for school purposes.

Sec. 4. (NEW) (*Effective October 1, 2016*) (a) (1) Upon the discovery of a breach of security that results in the unauthorized release, disclosure or acquisition of student information, excluding any directory information contained in such student information, a contractor shall notify, without unreasonable delay, but not more than thirty days after such discovery, the local or regional board of education of such breach of security. During such thirty-day period, the contractor may (A) conduct an investigation to determine the nature and scope of such unauthorized release, disclosure or acquisition, and the identity of the students whose student information is involved in such unauthorized release, disclosure or acquisition, or (B) restore the reasonable integrity of the contractor's data system.

(2) Upon the discovery of a breach of security that results in the unauthorized release, disclosure or acquisition of directory information, student records or student-generated content, a contractor shall notify, without unreasonable delay, but not more than sixty days

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after such discovery, the local or regional board of education of such breach of security. During such sixty-day period, the contractor may (A) conduct an investigation to determine the nature and scope of such unauthorized release, disclosure or acquisition, and the identity of the students whose directory information, student records or student-generated content is involved in such unauthorized release, disclosure or acquisition, or (B) restore the reasonable integrity of the contractor's data system.

(3) Upon receipt of notice of a breach of security under subdivisions (1) or (2) of this subsection, a local or regional board of education shall electronically notify, not later than forty-eight hours after receipt of such notice, the student and the parents or guardians of the student whose student information, student records or student-generated content is involved in such breach of security. The local or regional board of education shall post such notice on the board's Internet web site.

(b) Upon the discovery of a breach of security that results in the unauthorized release, disclosure or acquisition of student information, student records or student-generated content, an operator that is in possession of or maintains student information, student records or student-generated content as a result of a student's use of such operator's Internet web site, online service or mobile application, shall (1) notify, without unreasonable delay, but not more than thirty days after such discovery, the student or the parents or guardians of such student of any breach of security that results in the unauthorized release, disclosure or acquisition of student information, excluding any directory information contained in such student information, of such student, and (2) notify, without unreasonable delay, but not more than sixty days after such discovery, the student or the parents or guardians of such student of any breach of security that results in the unauthorized release, disclosure or acquisition of directory

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information, student records or student-generated content of such student. During such thirty-day or sixty-day period, the operator may (A) conduct an investigation to determine the nature and scope of such unauthorized release, disclosure or acquisition, and the identity of the students whose student information, student records or student-generated content are involved in such unauthorized release, disclosure or acquisition, or (B) restore the reasonable integrity of the operator's data system.

Sec. 5. (*Effective from passage*) (a) There is established a task force to study issues relating to student data privacy. Such study shall include, but not be limited to, an examination of (1) when a parent or guardian of a student may reasonably or appropriately request the deletion of student information, student records or student-generated content that is in the possession of a contractor or operator, (2) means of providing notice to parents and guardians of students when a student uses an Internet web site, online service or mobile application of an operator for instructional purposes in a classroom or as part of an assignment by a teacher, (3) reasonable penalties for violations of the provisions of sections 2 to 4, inclusive, of this act, such as restricting a contractor or operator from accessing or collecting student information, student records or student-generated content, (4) strategies in effect in other states that ensure that school employees, contractors and operators are trained in data security handling, compliance and best practices, (5) the feasibility of developing a school district-wide list of approved Internet web sites, online services and mobile applications, (6) the use of an administrative hearing process designed to provide legal recourse to students and parents and guardians of students aggrieved by any violation of sections 2 to 4, inclusive, of this act, (7) the feasibility of creating an inventory of student information, student records and student-generated content currently collected pursuant to state and federal law, (8) the feasibility of developing a tool kit for use by local and regional boards of education to (A) improve student data

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contracting practices and compliance, including a state-wide template for use by districts, (B) increase school employee awareness of student data security best practices, including model training components, (C) develop district-wide lists of approved software applications and Internet web sites, and (D) increase the availability and accessibility of information on student data privacy for parents and guardians of students and educators, and (9) any other issue involving student data security that the task force deems relevant.

(b) The task force shall consist of the following members:

(1) Two appointed by the speaker of the House of Representatives, one of whom is an operator, pursuant to section 1 of this act and one of whom is an expert in information technology systems;

(2) Two appointed by the president pro tempore of the Senate, one of whom is a representative or member of the Connecticut Education Association and one of whom is a high school student in the state of Connecticut;

(3) Two appointed by the majority leader of the House of Representatives, one of whom is a representative of a contractor, pursuant to section 1 of this act and one of whom is an expert in information technology systems;

(4) Two appointed by the majority leader of the Senate, one of whom is a representative or member of the Connecticut Parent Teacher Association and one of whom is a representative or member of the American Federation of Teachers;

(5) Two appointed by the minority leader of the House of Representatives, one of whom is a student privacy advocate and one of whom is a representative or member of the Connecticut Association of Boards of Education;

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(6) Two appointed by the minority leader of the Senate, one of whom is a representative of the Connecticut Association of School Administrators and one of whom is a representative or member of the Connecticut Association of Public School Superintendents;

(7) The Attorney General, or the Attorney General's designee; and

(8) The Commissioner of Education or the commissioner's designee.

(c) All appointments to the task force shall be made not later than thirty days after the effective date of this section. Any vacancy shall be filled by the appointing authority.

(d) The speaker of the House of Representatives and the president pro tempore of the Senate shall select the chairpersons of the task force from among the members of the task force. Such chairpersons shall schedule the first meeting of the task force, which shall be held not later than sixty days after the effective date of this section.

(e) The administrative staff of the joint standing committee of the General Assembly having cognizance of matters relating to general law shall serve as administrative staff of the task force.

(f) Not later than January 1, 2017, the task force shall submit a report on its findings and recommendations to the joint standing committee of the General Assembly having cognizance of matters relating to general law and education, in accordance with the provisions of section 11-4a of the general statutes. The task force shall terminate on the date that it submits such report or January 1, 2017, whichever is later.

Approved June 9, 2016