

Policy Meeting
Wednesday, January 26, 2022 7:00 PM

Board of Education Auditorium
129 Church Street
Bristol, CT 06010

Agenda

- I. Call to Order
- II. Approval of Minutes
- III. Public Comment
- IV. New - Policy 6163.33 - Live Animals in Classroom
- V. Discussion - Policy 3520.13 - Data-Based Information and Management Systems
- VI. Old Business/New Business
- VII. Adjournment

Jennifer Dube, **Chair**
Kristen Giantonio, **Vice-Chair**
Dante Tagariello, **Secretary**
Eric Carlson
Shelby Pons
John Sklenka
Todd Sturgeon
Karen Viber
Christopher Wilson



Catherine M. Carbone, Ed.D.
Superintendent of Schools

Michael Dietter, Ed.D.
Deputy Superintendent of Schools

BRISTOL BOARD OF EDUCATION
P.O. Box 450 · 129 Church Street
BRISTOL, CT 06011-0450
860-584-7000 · Fax (860) 584-7611

POLICY COMMITTEE MEETING MINUTES
December 22, 2021

PRESENT: Commissioners: Kristen Giantonio, Todd Sturgeon, Jen Dube, John Sklenka

ALSO PRESENT: Dr. Michael Dietter, Dr. Catherine Carbone, Robert Wilson, Dan Sonstrom, Dr. Michelle LeVasseur, Mike Higgins, Pete Winger, Ryan Broderick, Lea McCabe

1. Call to Order

The meeting was called to order at 7:00 p.m.

2. Approval of the minutes from the November 23, 2021 Policy Committee Meeting.

On a motion by Commissioner Sturgeon, seconded by Commissioner Giantonio, the minutes from the November 23, 2021 Policy Committee meeting was approved unanimously.

3. Public Comment

Tina Taylor – 32 Broad Place submitted comment regarding policy 5132 – Student Dress and Grooming
Commissioner Sklenka provided comment regarding policy 5132 – Student Dress and Grooming.

4. Discussion/Decision – Policy 5132 – Student Dress and Grooming

On a motion by Commissioner Sturgeon, seconded by Commissioner Giantonio, to revise Policy 5132 was approved unanimously and forwarded to the full board for consideration.

5. Discussion – Policy 3520.13 – Data-Based Information and Management Systems

No Action Taken

6. Review/Approval – 2022 Meeting Calendar

On a motion by Commissioner Sturgeon, seconded by Commissioner Giantonio, the 2022-2023 Policy Calendar was approved unanimously.

7. Old Business/New Business

There was no old or new business to discuss

8. Adjournment

Adjournment on a motion by Commissioner Sturgeon, seconded by Commissioner Giantonio at 7:50 p.m.

Respectfully submitted:

Kim Daly

DRAFT



PROCEDURES FOR REMOTE PUBLIC COMMENT

Members of the public are invited to comment to the Board on any topic related to school business.

Items requiring consideration by the Board must be approved as an agenda item by a 2/3ds vote of the Board members present. Such items may be referred for further study and not necessarily acted upon at this meeting.

Anyone wishing to address the Board should adhere to the following procedures:

PUBLIC COMMENT

Before a Remote Meeting

1. Send your comments to: kimdaly@bristolk12.org
2. Be sure to put PUBLIC COMMENT – POLICY in the subject line.
3. Include your name and address.
4. Direct your comments to the Board Chair.
5. Your comments will be read at the meeting by the Board Chair.
6. All comments should be written in an appropriate manner, particularly if concerning a personnel matter.
7. Any comments not adhering to the guidelines will not be read at the meeting.

During a Remote Meeting

1. Everyone is requested to address the Chair for recognition.
2. Each speaker must state his/her name and address.
3. All speakers must observe rules of common etiquette. Personalities are not to be injected. Anyone violating this rule will be denied the floor. Unless waived by the Chairperson or a majority of the Board,
4. Each speaker shall limit his/her remarks to three (3) minutes.
5. A speaker will not be recognized for a second time on the same topic.
6. Each speaker must concern himself/herself with the topic under discussion. Anyone digressing from the topic will be ruled out of order.
7. Written statements and materials may be made available, in advance of comments, for distribution to Board members.
8. Speakers shall state their positions on the subject being discussed.
9. Board members will not respond directly to comments during the Board meeting. The Superintendent will direct the question to the appropriate staff member for follow-up.

An optional policy to consider.

Instruction

Live Animals in the Classroom

Therapy Dogs

The Board of Education (Board) supports the use of therapy dogs by teachers or other qualified school personnel (“Owner/Handler”) for the benefit of its students subject to the conditions of this policy.

Definitions

Therapy Dog: A “therapy dog” is a dog that has been individually trained and certified/registered to work with its Owner to provide emotional support, well-being, comfort, or companionship to school district students. Therapy dogs are not “service animals” as that term is used in the American with Disabilities Act. Therapy dogs are individually trained and certified/registered to provide appropriate interactions with students and others at school. The dog must be well behaved and have a temperament that is suitable for interaction with students and others in a public school. Therapy dogs are personal property of the teacher or employee and are not owned by the school district.

Owner/Handler: The individual who owns the dog and is responsible for caring and supervising the therapy dog, which includes toileting, feeding, grooming, and veterinary care. The District is not obligated to supervise or otherwise care for a therapy dog.

Therapy Dog Standards and Procedures. The following requirements must be satisfied before a therapy dog will be allowed in school buildings or on school grounds:

Request. An Owner who wants to bring a therapy dog to school must submit a written request to a principal or the Superintendent. The request must be renewed each school year or whenever a different therapy dog will be used.

Alternate language: Requests to bring therapy dogs to school may only be made by current District employees. Such requests must be submitted in writing to the school’s Principal. Requests must include the therapy dog’s current health/vaccination records, the therapy dog’s license, the Owner/Handlers’ insurance policy covering the therapy dog’s activities within the public school setting, the therapy dog’s certification/registration to engage in therapy dog activities from a professional accrediting organization, and the therapy dog’s proposed role in interacting with students. The request must be submitted for each school year and/or whenever the Handler/Owner wishes to use a different therapy dog. Approval may be rescinded at any time at the discretion of the Principal or Superintendent. A therapy dog may only interact with students whose parents/guardians have provided informed written consent for their children to engage in such activities with the therapy dog.

Instruction

Live Animals in the Classroom

Therapy Dogs

Therapy Dog Standards and Procedures. (continued)

Training and Certification. Owner must submit the American Kennel Club's Canine Good Citizen Certification or its equivalent as determined by the Superintendent. The certification must remain current at all times.

Health and Vaccination. The therapy dog must be clean, well groomed, in good health, house broken, and immunized against diseases common to dogs. The Owner must submit proof of current licensure from the local licensing authority and proof of the therapy dog's current vaccinations and immunizations from a licensed veterinarian.

Control. A therapy dog must be under the control of the teacher or school employee through the use of a leash or other tether unless the use of a leash or other tether would interfere with the therapy dog's safe, effective performance of its work or tasks. However, the therapy dog must be under the owner's control at all times.

Identification. The therapy dog must have appropriate identification identifying it as a therapy dog.

No Disruption. The therapy dog must not disrupt the educational process by barking, seeking attention, or any other behavior.

Health and Safety. The therapy dog must not pose a health and safety risk to any student, employee, or other person at school.

Supervision and Care of Therapy Dogs. The Owner is solely responsible for the supervision and care of the therapy dog, including any feeding, exercising, and clean up while the animal is in a school building or on school property. The school district is not responsible for providing any care, supervision, or assistance for a therapy dog.

Authorized Area(s). The Owner shall only allow the therapy dog to be in areas in school buildings or on school property that are authorized by school district administrators.

Insurance. The Owner must submit a copy of an insurance policy that provides liability coverage for the therapy dog while on school property.

Owner/Handler Responsibilities

The therapy dog's owner, who must be an employee of the District, is responsible for the handling of the therapy dog. Therapy dogs are not the property of the District. The owner, as the therapy dog's handler, must adhere to the following requirements:

1. The District requires that a therapy dog be under the control of the Owner/Handler at all times. The District requires that a therapy dog shall have and use a harness, leash, or other tether at all times.

Instruction

Live Animals in the Classroom

Therapy Dogs

Owner/Handler Responsibilities (continued)

2. The Owner/Handler must abide by current city/town, county and state ordinances, laws, and/or regulations pertaining to licensing, vaccination, and other requirements for animals. It is the Owner's/Handler's responsibility to know and understand these ordinances, laws and regulations. The District has the right to require documentation of compliance with such ordinances, laws and/or regulations, which may include a vaccination certificate.
3. The Owner/Handler is required to clean up after and properly dispose of the animal's waste in a safe and sanitary manner. The Owner/Handler must always carry sufficient equipment to clean up the animal's waste.
4. The Owner/Handler agrees to abide by all equally applicable District policies such as assuring that the animal does not unduly interfere with the routine activities of the District.
5. The District's personnel shall not be required to provide care or food for any therapy dog including, but not limited to, removing the animal during emergency evacuation for such events as a fire alarm.
6. The Owner/Handler must possess proper insurance that provides liability coverage for the therapy dog while on school property.

Exclusion or Removal from School. A therapy dog may be excluded from school property and buildings if a school administrator determines that:

1. The therapy dog does not possess the required training/certification for performing therapy dog duties;
2. The therapy dog's presence results in a fundamental alteration of a district program, service or activity;
3. A Handler does not have control of the therapy dog;
4. The therapy dog is not housebroken;
5. The Owner/Handler does not comply with the Owner/Handler's responsibilities set forth above; or
6. The therapy dog presents a direct and immediate threat to others in the school.

The Owner/Handler shall be required to remove the therapy dog from school premises immediately upon such a determination.

Allergic Reactions. If any student or school employee assigned to a classroom in which a therapy dog is permitted suffers an allergic reaction to the therapy dog, the Owner/Handler of the animal will be required to remove the animal to a different location designated by an administrator.

Instruction

Live Animals in the Classroom

Therapy Dogs (continued)

Damages to School Property and Injuries. The Owner/Handler of a therapy dog is solely responsible and liable for any damage to school property or injury to personnel, students, or others caused by the therapy dog while on school property.

Parent Notice. The Superintendent or his/her designee shall ensure that parents are notified in writing prior to the therapy dog being permitted to enter a District building. Such notice may be electronic.

Therapy Dog in Training. This policy shall also be applicable to therapy dogs in training that are accompanied by a bona fide trainer.

(cf. 1250 – Visits to the Schools)

(cf. 6163.3 – Live Animals in the Classroom)

(cf. 6163.32 – Service Animals (Including Guide or Assistance Dogs))

Legal References: Connecticut General Statutes

10-221 Boards of education to prescribe rules, policies and procedures.

46a-42 Mobility impaired person.

46a-44 through 46a-64 Public accommodations and transportation, admittance to. (Access of guide and assistance dogs to modes of public transportation and in places of public accommodation.)

Section 504 and the Federal Vocational Rehabilitation Act of 1973, 20 U.S.C. 706(7)(b), 29 U.S.C. 705 (20), 794, 34 C.F.R. pt. 104; G.S. 130A-185, 168 article 1, 168A-3 through -7.

American Disability Act 42 U.S. C12101 *et seq.*, 28 C.F.R. pt. 35.

Individuals with Disabilities Act, 20 U.S.C. 1400 *et seq.*

28 C.F.R. Parts 35 & 36, “Nondiscrimination on the Basis of Disabilities in State and Local Government Services; Final Rules”

Policy adopted:

eps 1/21

Therapy Dog Request Form

Name of Owner: _____

Mailing Address: _____

Contact Number: _____

Therapy Dog Breed: _____ Age: _____ Weight: _____ Color: _____

Please provide a brief description of the services or functions the Therapy Dog will be providing:

School(s) visiting: _____

Day(s) of visiting: _____

By signing below, I am affirming that I have read and understand the _____ School District's Therapy Dogs policy. I will abide by the terms of this policy. I understand my Therapy Dog may be excluded from a District building or District property if any of the following occur, including, but not limited to:

1. The Therapy Dog does not possess the required training/certification for performing therapy dog duties;
2. If any student or school employee assigned to a classroom in which a Therapy Dog is permitted suffers an allergic reaction to the Therapy Dog;
3. The Owner/Handler does not have control of the Therapy Dog;
4. The Therapy Dog is not housebroken;
5. The Therapy Dog presents a direct and immediate threat to others in the district building or on school property; or
6. The Therapy Dog's presence otherwise interferes with the educational process.

I understand I am responsible for any and all damage to district property or personal property, and any injuries caused by my Therapy Dog. I also understand that the district is not responsible for any costs related to my Therapy Dog. I agree to indemnify, defend, and hold harmless the District from and against any and all claims, actions, suits, judgments and demands brought by any party arising on account of, or in connection with, any activity of or damage caused by my Therapy Dog.

The following documentation must be included with this request form:

1. Proof of annual vaccinations;
2. Documentation of state and/or city/town licensure of my Therapy Dog;
3. Documentation from an accredited agency pertaining to my Therapy Dog's training; and
4. Proof of insurance.

Once approved, proof of notice to parents/guardians of school/class where the Therapy Dog will be is required to be submitted prior to entering the building.

Therapy Dog Owner Signature

Date

Superintendent Signature

Date

Sample Letter to The School Community
(School Letterhead)

Date

Dear Parent/Guardian:

This letter is to inform you that, effective (date), there will be a Therapy Dog in our school. The dog will be in the school (times/days). Dates and times may change as required without further notice.

Therapy dogs are interactive dogs trained to work for an Owner/Handler to provide emotional support, well-being, comfort, or companionship to District students. The presence of a Therapy Dog can decrease anxiety and provide a level of comfort that enables students to work through a variety of challenging issues.

(Name of dog) is a highly trained and fully certified therapy dog, and we are thrilled to have (him/her) become a member of our school community. If you have any questions about (name of dog), please feel free to contact me.

There will be information sessions at the school to integrate (name of dog) into our daily routines and all of our staff and students will be instructed as to the proper procedures regarding the Therapy Dog.

If you have any specific concerns regarding the presence of the Therapy Dog in the school, please contact me. Thank you for your understanding, support, and interest.

Sincerely,

Principal

pc: Superintendent of Schools

Sample Letter to The Families of Children in the Class(es)
(School Letterhead)

Date

Dear Parent/Guardian:

This letter is to inform you that, effective (date), there will be a Therapy Dog in our school assisting our students, and the Therapy Dog will be present in your child's class.

Therapy dogs are interactive dogs trained to work for an Owner/Handler to provide emotional support, well-being, comfort, or companionship to District students. The presence of a Therapy Dog can decrease anxiety and provide a level of comfort that enables students to work through a variety of challenging issues.

(Name of dog) is a highly trained and fully certified therapy dog, and we are thrilled to have (him/her) become a member of our school community. If you have any questions about (name of dog) please feel free to contact me.

There will be information sessions at the school to integrate (name of dog) into our daily routines and all of our staff and students will be instructed as to the proper procedures regarding the Therapy Dog.

If you have any specific concerns regarding the presence of the therapy dog in your child's class, please contact me.

Thank you for your understanding, support, and interest.

Sincerely,

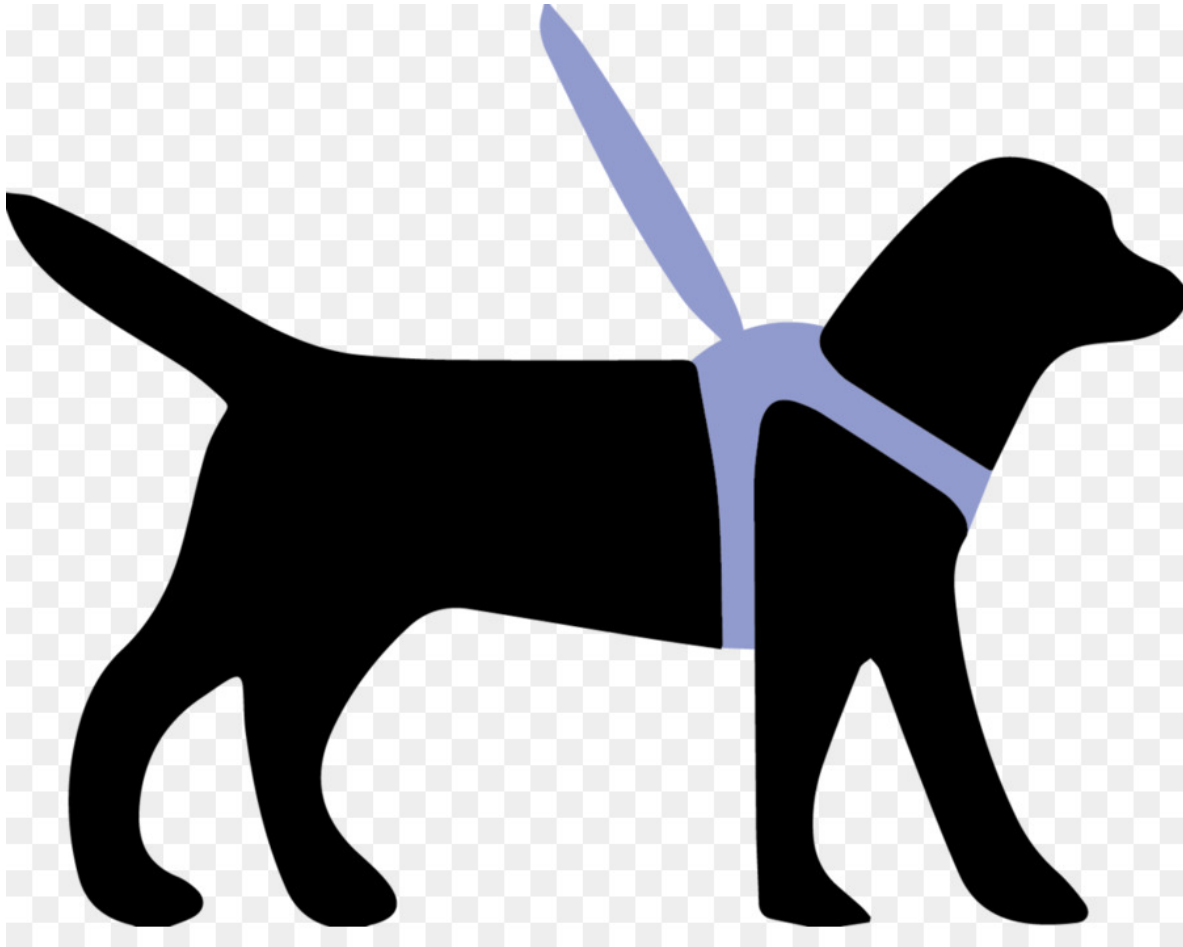
Principal

pc: Superintendent of Schools

**SAMPLE SIGN TO BE POSTED ON EACH ENTRY DOOR TO THE
SCHOOL IS AVAILABLE ON THE NEXT PAGE**

NOTICE:

**There is a working
THERAPY DOG
in this school today**



CDC: Ways to Protect Therapy Animals During COVID-19

Facilities that normally use therapy animals may not allow them at this time because people in many of these settings are at higher risk for serious illness with COVID-19. Follow local guidance and facility protocols for social distancing, masks, and other ways to prevent COVID-19 from spreading. If therapy animals are invited to a facility or other setting, follow the steps below.

- Therapy animal visits require some level of contact between clients and the therapy animal team. When possible, keep animals at least 6 feet away from people and animals not participating in the visit. Handlers and participants should wear a mask during the visit.
- Do not take therapy animals to visits if the animals are sick or have tested positive for the virus that causes COVID-19.
- When deciding if it is safe to visit a household, refer to CDC guidance on [When You Can be Around Others After You Had or Likely Had COVID-19](#).
- People with symptoms of COVID-19 should not touch, be close to, or interact with therapy animals. If someone was sick with COVID-19, they should wait until they recover to interact with therapy animals.
- Before and after every contact, the handler and anyone petting or having contact with the animal should wash their hands.
- Do not use items that multiple people handle, particularly if items are brought to multiple facilities between therapy visits (for example, leashes, harnesses, toys, or blankets). If items like leashes must be brought between facilities, disinfect them after each use or facility.
- Do not let other people handle items that go into the animal's mouth, such as toys and treats.
- Disinfect items such as toys, collars, leashes, harnesses, therapy vests and scarves, and food/water bowls frequently.
- Do not allow therapy animals to lick or give 'kisses'.
- Do not wipe or bathe your therapy animal with chemical disinfectants, alcohol, hydrogen peroxide, or other products, such as hand sanitizer, counter-cleaning wipes, or other industrial or surface cleaners. There is no evidence that the virus can spread to people from the skin, fur, or hair of animals. Talk to your veterinarian if you have questions about appropriate products for bathing or cleaning your animal.
- Do not put masks on therapy animals. Covering an animal's face could harm the animal.

If you are a service or therapy animal handler, and **you get sick** with COVID-19 or have symptoms of COVID-19, follow CDC recommendations for what to do if you get sick and recommendations for protecting pets if you get sick.

If your **service or therapy animal gets sick** after contact with a person with COVID-19, call your veterinarian. If the animal tests positive for the virus that causes COVID-19, follow CDC recommendations for what to do if your pet test positive.

Business and Non-Instructional Operations

Data-Based Information and Management Systems

Student Data Protection and Privacy/Cloud-Based Issues

The Board of Education (Board) may, pursuant to this policy, enter into a contract with a third party for either or both of the following purposes:

1. To provide services, including Cloud-based services, for the digital storage, management, and retrieval of student records.
2. To provide digital educational software that authorizes a third-party provider of digital educational software to access, store, and use student records in accordance with the contractual provisions listed below.

The Board when entering into a contract with a contractor for purposes listed above shall ensure the contract includes, but is not limited to the following:

1. A statement that student records, student information and student generated content continues to be the property of and under the control of the Board. (They are not the property of, or under the control of a software or electronic service contractor.)
2. A description of the means by which the Board may request the deletion of any student information, student records or student-generated content in the possession of the contractor that is not (a) otherwise prohibited from deletion or required to be retained under state or federal law, or (b) stored as a copy of a disaster recovery storage system and that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by the contractor, provided the Board of Education may request the deletion of any such student information, student records or student-generated content if such copy has been used by the operator to repopulate data following a disaster recovery.
3. A statement that the contractor will not use student information, student records, or student-generated content for any purposes except those the contract authorizes.
4. A description of the procedures by which a student, parent or legal guardian, of a student may review personally identifiable information (PII) contained in the student's record, student information or student-generated content and correct erroneous information, if any in such student material.
5. A statement that the contractor shall take actions designed to ensure the security and confidentiality of student records, student information, and student-generated content.
6. A description of the procedures that a contractor will follow for notifying the Board, in compliance with C.G.S. [10-234dd](#) when there has been an unauthorized release, disclosure or acquisition of student information, student records or student-generated content.
7. A statement that a student's records, student information, or student-generated content shall not be retained or available to the contractor upon expiration of the contract between the contractor and the Board of Education except a student, parent or legal guardian of a student may choose to independently establish or maintain an electronic account with the contractor after the expiration of such contract for the purpose of storing student-generated content. (e.g., essays, research papers, portfolios, creative writing, music, audio files, or photographs, but not standardized assessment responses.)
8. A statement that the contractor and the Board shall ensure compliance with the federal Family Educational Rights and Privacy Act (FERPA), 20 USC 1232g.
9. A statement that Connecticut laws shall govern the rights and duties of all parties to the contract, (contractor and the Board).
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 of the contract which can be given effect without the invalid provision or application.
11. A prohibition against the contractor using personally identifiable information contained in student records to engage in advertising or for any other purposes other than those authorized pursuant to the

contract.

The Board of Education may use the uniform student data privacy terms-of-service agreement addendum, developed by the Commission for Educational Technology (CET), in contracts entered into pursuant to C.G.S. [10-234bb](#). Such amendment shall conform to the requirements for a contract listed above.

Any provision of a contract or the terms-of-service agreement addendum entered into between a contractor and the Board on or after July 1, 2018, that conflicts with the provisions listed above shall be void. Moreover, a contract is void if it lacks any of the above provisions. The Board will give the contractor reasonable notice to amend the contract or the terms-of-service agreement addendum to include the missing provisions.

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

The Board of Education shall maintain and update, as necessary, a website with information relating to all contracts entered into pursuant to this policy. Not later than five business days after executing a contract pursuant to this policy the Board shall post notice of such contract on the Board's website. The notice shall include the contract and (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.

On or before September 1st annually, the Board of Education shall electronically notify students and the parents/guardians of students of the address of the Internet website described in this policy.

The Board of Education and a contractor may include in any contract executed pursuant to this policy, the uniform student data privacy terms-of-service agreement addendum, previously described, to satisfy the requirements of this policy.

The Board of Education is not required to enter into a contract pursuant to this policy if the use of an Internet website, online service or mobile application operated by a consultant or an operator is unique and necessary to implement a child's individualized education program or plan pursuant to Section 504 of the Rehabilitation Act of 1973, as amended from time to time, and such Internet website, online service or mobile application is unable to comply with the provisions of this policy, provided (1) such Internet website, online service or mobile application complies with the Family Educational Rights and Privacy Act of 1974, 20 USC 1232g, as amended from time to time, and the Health Insurance Portability and Accountability Act of 1996, P.L. 104-191, as amended from time to time, (2) the Board of Education can provide evidence that it has made a reasonable effort to (A) enter into a contract with such consultant or operator to use such Internet website, online service or mobile application, and (B) find an equivalent Internet website, online service or mobile application operated by a consultant or an operator that complies with the provisions of this section, (3) the consultant or operator complies with the provisions of section [10-234cc](#), as amended for such use, and (4) the parent/legal guardian of such child, and, in the case of a child with an individualized education program, a member of the planning and placement team, sign an agreement that (A) acknowledges such parent/legal guardian is aware that such Internet website, online service or mobile application is unable to comply with the provisions of this policy, and (B) authorizes the use of such Internet website, online service or mobile application. The Board of Education shall, upon the request of a child's parent/legal guardian, provide the evidence described above to such parent/legal guardian.

The Board expects that an operator shall 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 and disclosure; and delete any student information, student records or student-generated content within a reasonable amount of time if a student, parent/guardian or Board requests deletion of such student information, student records or student generated content unless:

1. state or federal law prohibits such deletion or otherwise requires the retention of such student information, student records or student-generated content, or
2. a copy of such student information, student records or student-generated content is in the possession of the operator as part of a disaster recovery storage system and is inaccessible to the public and unable to be used in the normal course of business by the operator, provided such student,

parent/legal guardian of a student or the Board may request the deletion of any such student information, student records or student-generated content if such copy is used by the operator to repopulate accessible data following a disaster recovery.

The Board will utilize the written guidance developed by the Department of Education in consultation with the Commission for Educational Technology concerning the implementation of FERPA and the laws relating to student data privacy. Such written guidance includes, a plain language explanation of how such student data privacy laws are to be implemented, information about the uniform student data privacy terms-of-service agreement addendum, and (3) how such addendum may be incorporated into contracts executed pursuant to section [10-234bb](#), as amended.

Notice of Breach of Security/Data Breaches

Upon notice of a breach of security by a contractor, the Board shall, not later than two business days after receipt of such notice, notify the students and the parents/legal guardians of the students whose student information, student records, or student-generated content was involved in such breach. The Board shall also, as required, post notice of the breach on its website.

Upon the discovery of a breach of security that results in the unauthorized release of student information, excluding directory information, the contract shall contain the provision that the contractor must notify the Board of such breach without unreasonable delay, and in no case later than thirty (30) days from the discovery of the breach.

Upon the discovery of a breach of security that results in the unauthorized release of directory information, student records, or student-generated content, the contract shall contain the provision that the contractor must notify the Board without unreasonable delay and in no case later than sixty (60) days from the discovery of the breach.

Note: The Board may desire to contract for more prompt notice of a breach of security.

Definitions

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 the operator of an Internet website, online service, online application, (app) or mobile application with actual knowledge that such Internet website, service, or mobile application is used primarily for school purposes and was designed and marketed for school purposes and who collects, maintains or uses student information.
 3. **“Consultant”** means a professional who provides non-instructional services, including administrative, planning, analytical, statistical, or research services to a board of education under a contract.
 4. **“Student”** means a Connecticut resident enrolled in a preschool program participating in the state-wide public school information system, pursuant to section [10-10a](#) of the general statutes, or enrolled in grades K to 12, inclusive, in a public school, or receiving special education and related services under an individualized education program, or otherwise the responsibility of the Board.
 5. **“De-identified information”** means any information that has been altered to prevent the identification of an individual student.
 6. **“Eligible student”** means a student who has reached 18 years of age.
 7. **“Student-generated content”** means materials created by a student, including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, or photographs. “Student-generated content” does not include student responses to a standardized assessment.
 8. **“Student records”** means any information directly related to a student that is maintained by the school district, 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 other district employee.
- “Student records”** does not mean any of the following:
- a. De-identified information, allowed under the contract to be used by the contractor to improve

educational products for adaptive learning purposes and for customizing student learning.

b. De-identified information, used to demonstrate the effectiveness of the contractor's products in the marketing of such products.

c. De-identified information, used for the development and improvement of the contractor's products and services.

9. **"Online service"** includes Cloud computing services, which must comply with this policy if they otherwise meet the definition of an operator.

10. **"Student information"** is personally identifiable information regarding a student that in any media or format that is not publicly available that meets any of the following:

a. Is created or provided by a student, or the student's parent or legal guardian, by using an operator's website, online service, or mobile application (app) for school purposes.

b. Is created or provided by an employee or agent of the board of education, to an operator for school purposes.

c. Is gathered by an operator through the operation of the operator's Internet website, online service, or mobile application (app) and identifies a student including but not limited to information in the student's educational record or email account, first and last name, home address, telephone number, date of birth, email address, or other information that allows physical or online contact, discipline records, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security number, biometric information, disabilities, socioeconomic information, food purchases, political affiliations, religious information, text messages, documents, student identifiers, search activity, photos, voice recordings, or behavioral assessments.

11. **"School purposes"** means purposes that customarily take place at the direction of a teacher, or a 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/legal guardians.

12. **"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 from the usage of the operator's Internet website, online service or mobile application by such student. It does not include any advertising to a student on a website that the student accesses at the time or in response to a student's response or request for information or feedback.

The Board, through this policy, places restrictions on an "operator" as defined in this policy. An operator shall not knowingly engage in any of the following activities with respect to their internet website, online service or mobile application:

1. Engage in targeted advertising on the operator's site, service, or application, or on any other Internet website, online service or mobile application;

2. Use student information to create a profile of a student for purposes other than the furtherance of school purposes;

3. Sell student information, unless the sale is part of the purchase, merger, or acquisition of an operator by a successor operator and the operator and the successor operator continue to be subject to the provisions of this policy regarding student information; or

4. Disclose student information, 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 complies with this policy; (b) to ensure compliance with federal or state law; (c) in response to a judicial order; (d) to protect the safety of users or others, or the security of the Internet website, online service or mobile application; or (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 for any purpose other than providing the contracted service to, or on behalf of, the operator, (ii) prohibits the entity from disclosing student information provided by the operator to subsequent third parties, and (iii) requires the entity to comply with this policy.

The Board recognizes that an operator may:

1. Use student information (1) to maintain, support, evaluate or diagnose the operator's Internet website, online service or mobile application (app), or (2) for adaptive learning purposes or customized student learning.
2. Use de-identified student information (1) to develop or improve the operator's Internet website, online service or mobile application (app), 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.
3. Share aggregated de-identified student information for the improvement and development of Internet websites, online services or mobile applications designed for school purposes.

Nothing in this policy shall be construed to:

1. limit the ability of a law enforcement agency to obtain student information 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, transfer or otherwise save or maintain student information;
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 online services or mobile applications to ensure compliance with this policy with regard to such online services or mobile 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 websites, 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;
7. apply to Internet websites, 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 website, online service or mobile application may be used to access Internet websites, online services or mobile applications that are designed and marketed for school purposes.

The Board, upon determination that a request for directory information is related to school purposes, may disclose directory information to any person requesting such directory information. If the Board determines that a request for directory information is not related to school purposes, the Board shall not disclose such directory information.

(cf. 3520.1 – Information Security Breach and Notification)

(cf. 3520.11 – Electronic Information Security)

(cf. 3520.12 – Data-Based Information Management System Confidentiality Policy)

(cf. [5125](#) – Student Records)

(cf. [5145.15](#) – Directory Information)

(cf. [6162.51](#) – Surveys of Students/Student Privacy)

Legal Reference: Connecticut General Statutes

[1-19\(b\)\(11\)](#) 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

[10-234bb](#) Contracts between boards of education and contractors re student data. Requirements.
(as amended by PA 18-125)

[10-234cc](#) Requirements for operators re student data

[10-234dd](#) Duties re unauthorized release, disclosure or acquisition of student data (as amended by PA 18-125)

[11-8a](#) Retention, destruction and transfer of documents

[11-8b](#) Transfer or disposal of public records. State Library Board to adopt regulations.

[46b-56\(e\)](#) Access to Records of Minors.

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

P.A. 16-189 An Act Concerning Student Privacy

PA 17-200 An Act Making Revisions to the Student Data Privacy Act of 2016

PA 18-125 An Act Concerning Revisions to the Student Data Privacy Act

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

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

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)

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BRISTOL PUBLIC SCHOOLS

Bristol, Connecticut