

WESTPORT BOARD OF EDUCATION

***AGENDA**

(Agenda Subject to Modification in Accordance with Law)

PUBLIC CALL TO ORDER:

6:00 p.m., Staples High School, Room 333, Pupil Services Conference Room

ANTICIPATED EXECUTIVE SESSION: Non-Union Personnel Compensation, 2016-17

RESUME PUBLIC SESSION

PLEDGE OF ALLEGIANCE: Staples High School, Cafeteria B (Room 301), 7:30 p.m.

ANNOUNCEMENTS FROM BOARD AND ADMINISTRATION

MINUTES: May 16, 2016

PUBLIC QUESTIONS/COMMENTS ON NON-AGENDA ITEMS (15 MINUTES)

DISCUSSION/ACTION:

- | | | |
|--|---------|---------------------------------------|
| 1. Energy Performance Contract for Board of Education and Town | (Encl.) | Mr. Longo
Mr. Bruce
Mr. Loselle |
| 2. Policy P 6161.3, Permanent Art Collection | (Encl.) | Dr. Landon |
| 3. 2017-18 Goals of the Board of Education | (Encl.) | Dr. Landon |
| 4. Acceptance of Gifts | (Encl.) | Dr. Landon |
| 5. 2016-17 Healthy Food Certification | (Encl.) | Dr. Landon |
| 6. Non-Union Personnel Compensation, 2016-17 | | Dr. Landon |

UPDATES:

- | | |
|---|----------------------------|
| 1. Alternative Scheduling Options, K-12 to Increase Efficiency
and Strengthen Alignment with Westport 2025 Goals | Mr. D'Amico
Ms. Droller |
| 2. Legislation Concerning Privacy of Student Data and Related Items | Dr. Landon |

ADJOURNMENT

*A 2/3 vote is required to go to executive session, to add a topic to the agenda of a regular meeting, or to start a new topic after 10:30 p.m. The meeting can also be viewed on cable TV on channel 78; Frontier TV channel 99 and by video stream @www.westport.k12.ct.us

PUBLIC PARTICIPATION WELCOME USING THE FOLLOWING GUIDELINES:

- Comment on non-agenda topics will occur during the first 15 minutes *except* when staff or guest presentations are scheduled.
 - Board will not engage in dialogue on non-agenda items.
 - Public may speak as agenda topics come up for discussion or information.
 - Speakers on non-agenda items are limited to 2 minutes each, except by prior arrangement with chair.
 - Speakers on agenda items are limited to 3 minutes each, except by prior arrangement with chair.
 - Speakers must give name and use microphone.
 - Responses to questions may be deferred if answers not immediately available.
 - Public comment is normally not invited for topics listed for action after having been publicly discussed at one or more meetings.

WESTPORT PUBLIC SCHOOLS

ELLIOTT LANDON
Superintendent of Schools

110 MYRTLE AVENUE
WESTPORT, CONNECTICUT 06880
TELEPHONE: (203) 341-1010
FAX: (203) 341-1029

To: Members of the Board of Education

From: Elliott Landon

Subject: Energy Performance Contract for BOE and Town of Westport

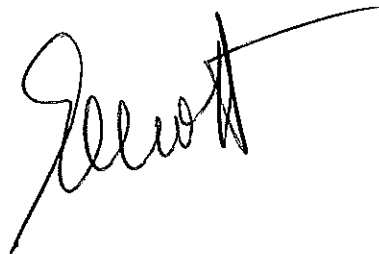
Date: May 23, 2016

At our meeting of May 23, 2016, Ian Bruce and Dewey Loselle with join with Elio Longo in presenting to the Board of Education the Energy Performance Contract approved by the Board of Finance on Wednesday, May 18 (see attached documentation).

Should the Board of Education decide to support this contract and the appropriation associated with it, I have prepared for Board approval a resolution to do so.

ADMINISTRATIVE RECOMMENDATION

Be It Resolved, That the Board of Education supports the Energy Performance Contract approved by the Board of Finance on Wednesday, May 18 and encourages the Representative Town Meeting (RTM) to authorize the appropriation approved by the Board of Finance.

A handwritten signature in black ink, appearing to read "Elliott", with a long horizontal flourish extending to the right.


Town of Westport & Westport Public Schools

EPC Committee


ENERGY SAVINGS INITIATIVE

RECOMMENDED PROGRAM

Board of Finance - May 4, 2016



AGENDA




To seek Board of Finance approval for an appropriation not to exceed \$8.35 million to execute the recommended package of energy conservation measures (ECMs).

- The Recommended Project
- What is in the Project
- Selection Criteria
 - Energy Savings & Emissions Reduction
 - EPC Committee Recommended ECMs by Building
 - Energy Star Scores for schools
- Projected Positive Cash Flow
- Costs, roles, and responsibilities
- Next Steps

2

THE RECOMMENDED TOTAL PROJECT



Total Project Cost in School and Town Buildings
\$8.35 million

Amount to Be Financed Net of Utility Incentives
\$6.82 million


Energy Cost Savings and Financing Term
\$8.7 million gross savings over 10 years
\$14.2 million gross savings over 15 years

Simple Project Payback (Excl financing costs)
8.5 years

\$7.57 Million Investment in School Buildings

3


WHAT IS IN THE PROJECT



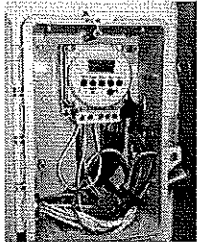
NORESCO has completed Investment Grade Energy Audits (IGEAs) at all 12 School and Town buildings.

24 energy conservation measures (ECMs) were identified for potential inclusion in the Energy Performance Contract (EPC).

NORESCO and the EPC Committee recommend 13 high-value ECMs across the 12 buildings. Highlights include:



Energy saving lighting improvements



Energy Management System Improvements

4

SELECTION CRITERIA		
Net present value	Positive NPV	10 year: \$985,000 15 year: \$4,980,000
Internal rate of return	Exceed cost of financing	10 year: 5.0% 15 year: 10.5%
Payback period	< 15 years	10 years
Efficiencies and other operational benefits	Create maintenance and parts inventory savings	✓
Complexity and/or magnitude of installation	Exclude measures executable by Town staff in ordinary course	✓
Financing term	< 15 years	10 years
Significant economic savings under range of escalation scenarios	Break even at low or no kwh rate escalation	Breaks even at 0.35% annual kwh rate escalation
Reduced energy consumption	Town goals: 20% by 2018 and Net zero by 2050	28% kwh reduction 17% mcf reduction
CO ₂ reduction		22.5%

5


ANNUAL PROJECTED ENERGY SAVINGS & EMISSIONS REDUCTION			
Energy Source	Units	% Reduction	Value
Electricity	3,957,840	28%	kWh
Natural Gas	137.5	17%	Mcf
Oil	264	0.4%	Gallons

Emission Type	Reduction/year	% reduction
Carbon Dioxide (CO ₂)	6,128,755 Lbs	22.5%
Sulfur Oxides (SO _x)	1,797 Lbs	10.9%
Nitrogen Oxides (NO _x)	5,926 Lbs	20.1%
Equivalent Acres Trees Planted*	2,964 acres	
Equivalent Cars Removed*	761 cars	

* Source: <https://www.epa.gov/energy/ghg-equivalencies-calculator-calculations-and-references> (viewed April 20, 2016)

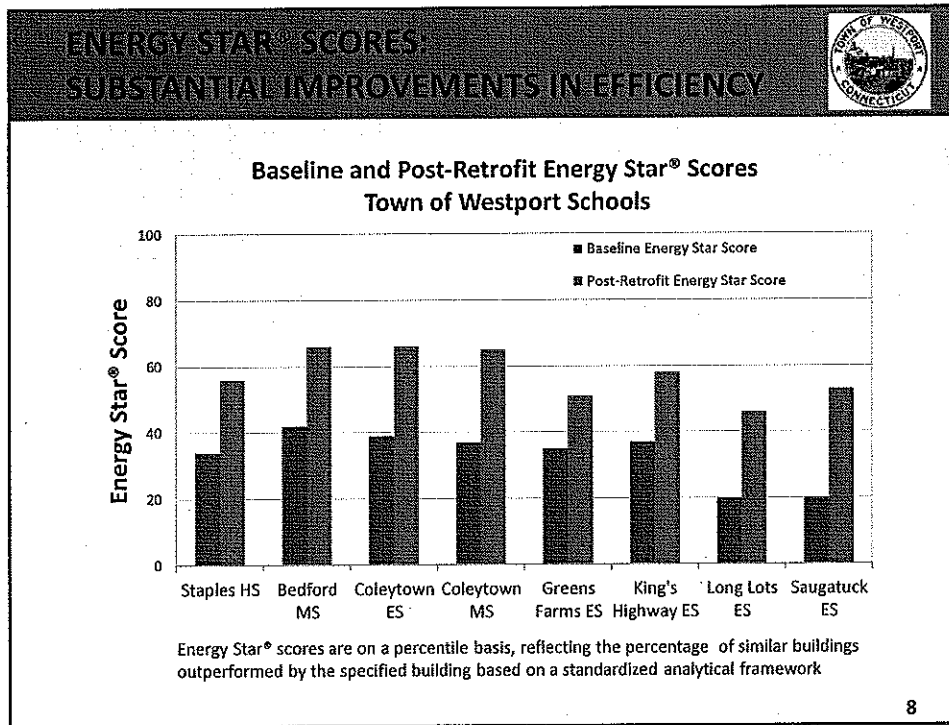
6

EPC COMMITTEE RECOMMENDED ECOMS




Energy Conservation Measures	Staples	Bedford	Coleytown MS	Coleytown ES	Greens Farms	King's Highway	Long Lots	Saugatuck	Fire Headquarters	Police Department	Senior Center	Town Hall
Lighting Improvements & Controls	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
Energy Management System Upgrades	✓	✓	✓	✓	✓	✓	✓	✓			✓	
Weatherization & Insulation	✓		✓	✓	✓	✓	✓	✓	✓			✓
Pipe Insulation	✓			✓		✓	✓					
Automated Swimming Pool Cover	✓											
Plug Load Controls	✓	✓	✓	✓	✓	✓	✓	✓			✓	✓
High-Efficiency Transformers	✓	✓					✓					
Energy Conservation Through Behavior Change®	✓	✓	✓	✓	✓	✓	✓	✓				
High-Efficiency Motors & Variable Frequency Drives	✓	✓	✓		✓	✓	✓					✓
Chiller Variable Speed Control, Water Side Economizer, & Tower Refurbishment	✓											
Convert Dining Multi-zone Air Handler to VAV	✓											
Replace Steam Traps				✓		✓	✓					
Water Heater Replacement									✓			

7



PROJECTED POSITIVE CASH FLOW



	Annual Energy Cost Savings	Yearly Payments for Financed Net Project Cost	Measurement & Verification Services	Net Annual Cash flow to Town*	Cumulative Cash Flow to Town
Year 1	\$750,000	\$650,000	\$28,400	\$71,600	\$71,600
Year 2	\$775,000	\$670,000	\$0	\$105,000	\$176,600
Year 3	\$800,000	\$690,000	\$0	\$110,000	\$286,600
Year 4	\$826,000	\$710,000	\$0	\$116,000	\$402,600
Year 5	\$853,000	\$740,000	\$0	\$113,000	\$515,600
Year 6	\$881,000	\$760,000	\$0	\$121,000	\$636,600
Year 7	\$909,000	\$790,000	\$0	\$119,000	\$755,600
Year 8	\$939,000	\$820,000	\$0	\$119,000	\$874,600
Year 9	\$969,000	\$840,000	\$0	\$129,000	\$1,003,600
Year 10	\$1,001,000	\$870,000	\$0	\$131,000	\$1,134,600
10 Year Subtotal	\$8,703,000	\$7,540,000	\$28,400	\$1,134,600	
Year 11	\$1,033,000	\$0	\$0	\$1,033,000	\$2,167,600
Year 12	\$1,067,000	\$0	\$0	\$1,067,000	\$3,234,600
Year 13	\$1,102,000	\$0	\$0	\$1,102,000	\$4,336,600
Year 14	\$1,137,000	\$0	\$0	\$1,137,000	\$5,473,600
Year 15	\$1,174,000	\$0	\$0	\$1,174,000	\$6,647,600
15 Year Total	\$14,216,000	\$7,540,000	\$28,400	\$6,647,600	

* At the end of the 10-year lease payments, all annual savings continue to accrue to the Town.

ROLES, RESPONSIBILITIES, AND COSTS

Party	Role/Responsibility	Est. Cost
NORESCO	Investment Grade Energy Audits	91,000
NORESCO	Turnkey project development: engineering, 35%, 90% and 100% design, incentive submission & processing support, construction management, commissioning, post-installation M&V, staff training, as-built/closeout documentation, warranty service	2,618,549
Subcontractors	Equipment, installation	5,268,710
Law firm TBD	Contract negotiation	30,000
AKF	Owner's representative: oversight of all documents, processes, engineering, commissioning, & performance	140,000
Lender TBD	Interest during construction	205,000
Eversource	Energy savings incentive payments, paid at commissioning	(1,528,363)
	Total installed cost to be financed	6,824,896
NORESCO	Performance Phase measurement and verification, 1 st year savings guaranty (paid from energy cost savings)	28,400

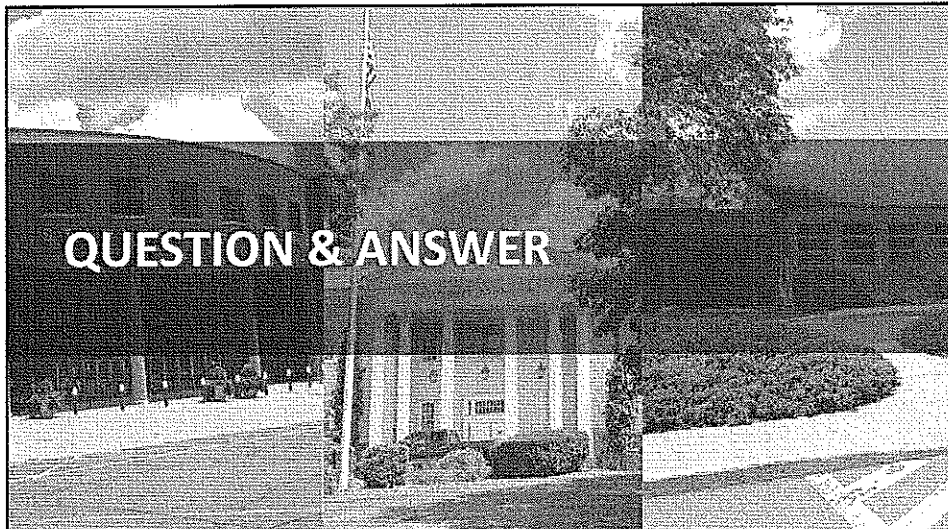
NEXT STEPS/TIMELINE



- NORESKO has submitted scope to Eversource for incentive pre-approval
 - Once Eversource issues its letter, payment depends only on execution of the program
- NORESKO is finalizing pricing through subcontractor competitive bidding
- Administration to explore financing options consistent with BOF authorization
- If appropriation approved by BOF in May, final package will go to RTM for approval at June meeting
- Negotiate final Energy Services Agreement (contract) terms
- Installation would commence late summer/early fall

11

QUESTION & ANSWER



WESTPORT PUBLIC SCHOOLS

ELLIOTT LANDON
Superintendent of Schools

110 MYRTLE AVENUE
WESTPORT, CONNECTICUT 06880
TELEPHONE: (203) 341-1010
FAX: (203) 341-1029

To: Members of the Board of Education

From: Elliott Landon

Subject: Board of Education Policy P 6161.3, Permanent Art Collection

Date: May 23, 2016

This proposed policy was last submitted to the Board of Education at its meeting of May 16, with the expectation that it would be approved by the Board at the meeting of May 23, 2016.

One component of the amended policy cites the appointment of an “agent” by the Board of Education to “maintain and manage the Collection in accordance with the Collection Management Guidelines. The agent will be appointed for a term determined by the Board of Education upon the recommendation of the Superintendent of Schools....”

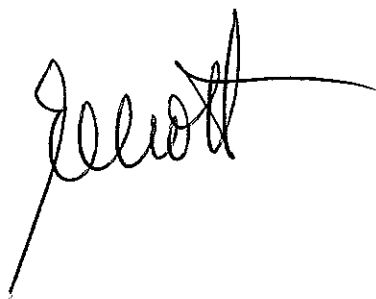
It is my recommendation that the Board of Education designate as its agent for the period July 1, 2016-June 30, 2019 the group known as The Westport Public Art Collections Committee.

ADMINISTRATIVE RECOMMENDATION

Be It Resolved, That upon the recommendation of the Superintendent of Schools, the Board of Education approves Board of Education Policy P 6161.3, Permanent Art Collection as included with this memorandum, and

Be It Resolved, That the Superintendent of Schools will develop Administrative Regulation R6161.3 in collaboration with The Westport Public Art Collections Committee so as to define the Policy Management Guidelines related to Policy P6161.3, and

Be It Further Resolved, That for the period July 1, 2016-June 30, 2019 the Board of Education appoints as its agent for the Permanent Art Collection the Westport Public Art Collections Committee subject to satisfactory completion of a Memo of Understanding by the Superintendent by July 1, 2016.



Instruction

Permanent Art Collection

OVERVIEW

The Westport Schools Permanent Art Collection (hereinafter referred to as “WSPAC” or “Collection”) is a collection of original works of art acquired primarily through gifts, mostly given by the artists themselves, or donated by heirs, private collectors and gallery owners, or purchased.

Founded in 1964, by Westport Public Schools educator Burt Chernow, the Collection was founded with the vision that original art be a daily part of the educational environment for students’ cultural education. The Collection uses original works of art to inspire and educate Westport students, faculty, and the town and community of Westport.

COMPOSITION

The Collection, the corpus of charitable gifts entrusted to the Westport Board of Education (hereinafter referred to as “BOE”), is composed of original works of art including but not limited to paintings, watercolors, prints, illustrations, drawings, comics, photographs, sculptures, and wall murals. The artworks are intended to be a permanent part of the Collection due to their significance, visual integrity, and physical condition, and because they are essential to the collection’s educational contributions and exhibition program. These works are assigned an accession number, are catalogued, with locations tracked, in the current inventory.

OWNERSHIP

The BOE is, has been, and shall continue to be the trustee and sole possessor of all artwork in the Collection, for the benefit of the children enrolled in the Westport Public Schools (hereinafter referred to as “WPS”) and the larger Westport community, and the Collection will be held in trust for future generations’ charitable and educational benefit. In accordance with the goals of the Collection, the BOE shall not permit the removal of the entire Collection or a substantial portion of the Collection from the WPS for permanent display elsewhere, nor shall it, for any purpose, divest the school system of the entire Collection, or a substantial portion of it by selling or giving the Collection to any individual, group or agency.

WESTPORT BOARD OF EDUCATION RESPONSIBILITIES

The BOE acknowledges and agrees that the Collection is held in trust for the charitable and educational benefit of current and future generations of Westport students and residents. As such, the BOE and its agent(s) will diligently care for the artwork in the Collection, and shall continue to display the artwork throughout the schools for visual enrichment, and for educational support and classroom initiatives.

The BOE shall ensure that Collection Management Guidelines will be put in place, either by the designated agent or otherwise, subject to the approval of the BOE. This document shall detail procedures for collection activity, such as: collection records and inventories; accession and de-accession; appraisals; risk management and insurance; care and conservation; access; display; loans; and intellectual property rights.

The BOE may allocate reasonable funds, when needed, for the Collection. The BOE may further offer available resources and expertise, when needed, to manage and support the continued care and use of the Collection. The Collection shall be considered school property, and each school shall secure the safety of the artwork from the Collection on view or stored at each respective school and shall reasonably regulate student, teacher, staff, and public access to those works in the same manner as other school property.

Acceptance of gifts of artwork(s), or funds for the purchase and care of artwork(s), shall be in accordance with the BOE policy (P3280) on Gifts, Grants and Bequests. No artwork shall be accepted into the Collection if the intent of the transaction is to immediately sell or exchange such artwork for another. All donations are irrevocable once they are accepted for the Collection by the BOE.

The BOE, acting through its Superintendent or his/her designee, will facilitate an up-to-date inventory, maintained by the agent(s) designated by the BOE, and will manage and update insurance records for the Collection. All artwork documented in the Collection are to be insured by the policy maintained and budgeted by the BOE, or self-insured. Any artwork from the Collection loaned to third parties will be insured by the "borrower" for the duration of the loan period.

Artwork in the Collection shall be routinely displayed and rotated throughout the schools and the Town of Westport to fulfill the Collection's goals as stated in the Collection Management Guidelines and the Overview herein. Artwork may also be displayed in and on buildings owned by the Town of Westport, which are open to the public, on a long-term basis.

The BOE, as trustees of the Collection, and its designated agent(s) shall manage and administer the intellectual property rights, including copyrights, trademarks and reproduction rights connected to each work of art and artist in the Collection. Artworks may be reproduced in print and in online scholarly, school or collection catalogs and publications in compliance with federal law and the laws of the State of Connecticut, with fees or monies received from rights and reproduction permissions used for the benefit of the Collection and its goals.

STEWARDSHIP

The BOE shall designate an agent(s) to maintain and manage the Collection in accordance with the Collection Management Guidelines. The agent(s) will be appointed for a term determined by the BOE upon the recommendation of the Superintendent of Schools, or his/her designee, provided that the BOE reserves the right to terminate the designation of an agent at any time.

In this role as stewards of the collection and in accordance with this BOE Policy and Collections Management Guidelines, the agent(s) shall diligently care for, develop, and preserve the art and oversee the growth and use of the Collection. In this regard, the agent(s) shall be responsible for, among other things, collections management; exhibitions and programs to enhance education and public interest in the Collection; donor cultivation; recommendations for all acquisitions and de-accessioning, incoming and outgoing loans; and the intellectual property rights, including rights and reproductions.

The agent(s) shall make recommendations to the BOE and Superintendent of Schools on any and all acquisitions or gifts pursuant to the Collections Management Guidelines and based upon the object's visual integrity and suitable physical condition to be exhibited and educationally utilized. The agent(s) shall also make any and all recommendations to the BOE and Superintendent of Schools for individual works of art, or parts of the Collection, to be disposed from the Collection in accordance with the process described below.

The agent(s) will furnish an annual report of artworks in the Collection to the Superintendent of Schools and will help maintain the up-to-date inventory and insurance records for the Collection.

The agent(s) will account annually to the Superintendent of Schools, or his/her designee, and the BOE on the use of funds allocated by the BOE and/or donated for the Collection and its care and use.

The agent(s) shall facilitate and coordinate reasonable access to the Collection for teachers, students, and the public, and shall:

- Distribute and display the Collection throughout the schools and town buildings so that students and the community may experience original art as an integral and important part of their educational environment;
- Preserve the safety and physical integrity of the objects in the Collection under its control;
- Provide Westport students, schools and community scholarly and public access to the Collection through educational programs, websites and exhibitions, as may be conducted pursuant to BOE policies and procedures.
- Use original art to increase the effectiveness of teaching in the curriculum.

The agent(s) shall administer any long-term and short-term loans from the Collection, including but not limited to, loans to museums or other public spaces, with notification to the Superintendent of Schools, or his/her designee, in advance of such lending. The borrower shall be responsible for arranging, funding and safely transporting borrowed art and for insuring the art door-to-door for the length of the loan period.

DISPOSAL AND DEACCESSION

Works of art in the Collection may be disposed of if such disposition is recommended by the agent(s) and the Superintendent of Schools, or his/her designee, and approved by the BOE and the Town of Westport, acting through the Board of Selectmen, and if such disposition enhances the value and quality of the Collection, and advances the Collection's goals and mission: to benefit the students, schools and community of Westport through exposure to and appreciation of the visual arts. The BOE recommends that all monies from the proceeds of the sale of a piece of art, or insurance from loss or damage, shall be exclusively used for the benefit of the Collection, including purchasing other artwork(s) and maintaining and conserving the Collection.

Analysis of any artwork(s) considered and recommended for deaccession must be based on the criteria in the Collections Management Guidelines and any such evaluation must be a documented and reasoned rationale prepared by the agent(s) for approval by the BOE. The Collection, the BOE and the agent(s) may not be legally constrained at the time artwork is considered for deaccession. If it is legally constrained or if the Town, the agent, or the BOE is party to any pending litigation regarding any part of the Collection, the artwork may not be sold or disposed of unless or until such constraints are lifted or resolved.

REVIEW AND REVISION

The BOE may at its discretion, assign stewardship to an alternate party or entity. In so doing, the BOE will endeavor to assure that such successor independent entity includes members who possess the curatorial knowledge and expertise to undertake the above duties and display the requisite appreciation of visual art and art education.

WESTPORT PUBLIC SCHOOLS

ELLIOTT LANDON
Superintendent of Schools

110 MYRTLE AVENUE
WESTPORT, CONNECTICUT 06880
TELEPHONE: (203) 341-1010
FAX: (203) 341-1029

To: Members of the Board of Education
From: Elliott Landon
Subject: 2016-17 Goals of the Board of Education
Date: May 23, 2016

At the Board of Education meeting of May 16, the Administration presented broad recommended goals to guide the deliberations of the Board, the Administration and the teaching staff through the 2016-17 school year. As part of that discussion, the members of the Board requested that the original proposal be amended to ensure that the goals serve not only broadly so as to permit creativity and originality in all that is done both instructionally and operationally within the school system, but also to provide some degree of specificity.

The central office staff and I have reflected upon the wishes of the Board and have prepared the following goals for Board consideration. This item appears on the agenda of the Board meeting of May 23, anticipating that the Board will adopt a final set of goals either at the meeting of May 23 or the one scheduled for June 13.

GOAL 1: Student programming

- Focus all aspects of teaching and learning upon continuous improvement so as to best prepare all students to reach their full potential as life-long learners and socially responsible contributors to our global community based on our Westport 2025 framework, including the Guiding Principles.
- Provide comprehensive services for students from ages 3 through 21 to meet the wide range of needs identified within their IEPs.
- Increase the implementation and delivery of existing programs in an efficient manner that can be measured quantitatively and/or qualitatively.
- Examine for possible implementation in the 2017-18 school year a later start time for Staples High School.

GOAL 2: Budgeting

- Prepare for 2017-18 budget consideration a fiscally sustainable, but not necessarily fiscally neutral budget, reflecting future State and local budgetary pressures and the strategic budgetary planning goals of the Board of Education for the 2017-18 school year.
 - †Key Drivers
 - ›Compensation
 - ›Enrollment
 - ›Facilities
 - ›Special education
 - ›Contracted services

GOAL 3: Recruit, retain and support staff that move forward the vision and guiding principles of the Westport Schools

GOAL 4: Maintain and improve facilities

- Selectively expand upon the district-wide program designed to provide for continuous five year capital improvements.

GOAL 5: Sustain a positive school climate

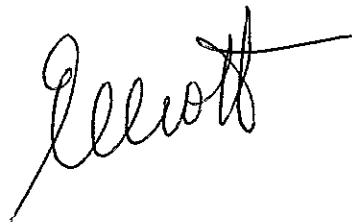
- Survey students, staff and parents to assess school climate
- Establish Professional Development and Evaluation Plan focus groups
- Enhance curricular programs to reflect school climate objectives.

GOAL 6: Expand community collaboration

- Strengthen ties with the Westport Public Library for inter-organizational cooperative working relationships.

ADMINISTRATIVE RECOMMENDATION

Be It Resolved, That upon the recommendation of the Superintendent of Schools, the Board of Education adopts for the 2016-17 school year the Goals of the Board of Education as delineated in a memorandum from the Superintendent to the Board dated May 23, 2016 and included as part of the Minutes of the Meeting of May 23, 2016.

A handwritten signature in black ink, appearing to read "Lee" followed by a stylized flourish.

WESTPORT PUBLIC SCHOOLS

ELLIOTT LANDON
Superintendent of Schools

110 MYRTLE AVENUE
WESTPORT, CONNECTICUT 06880
TELEPHONE: (203) 341-1010
FAX: (203) 341-1029

To: Members of the Board of Education
From: Elliott Landon
Subject: Acceptance of Gifts
Date: May 23, 2016

We have received two very generous gifts for acceptance by the Board of Education at the meeting of May 23.

The first of these is from the Coleytown Elementary School PTA for kinesthetic equipment for all CES classrooms. Kinesthetic equipment consists of motion desks and tables that allow children to be in motion while they learn.

Our second generous gift comes to us from the Green's Farms School PTA to enable us to replace the fifteen year old existing playground equipment at GFS by installing a whole new playground in its place.

The value of these combined gifts is approximately \$165,000.

ADMINISTRATIVE RECOMMENDATION

Be It Resolved, That upon the recommendation of the Superintendent of Schools, the Board of Education accepts with great appreciation two very generous gifts for the Westport Public Schools; namely, kinesthetic equipment for the classrooms at Coleytown Elementary Schools from the CES PTA and all new playground equipment for Green's Farms School from the GFS PTA.



WESTPORT PUBLIC SCHOOLS

ELLIOTT LONDON
Superintendent of Schools

110 MYRTLE AVENUE
WESTPORT, CONNECTICUT 06880
TELEPHONE: (203) 341-1025
FAX: (203) 341-1029

To: Members of the Board of Education
From: Elliott Landon
Subject: 2015-2016 Healthy Food Certification
Date: May 23, 2016

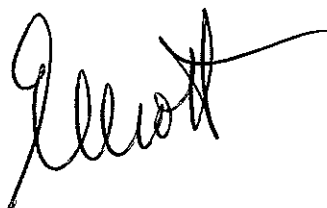
Section 10-215f of the Connecticut General Statutes requires all school districts participating in the National School Lunch Program to take action annually to certify to the Connecticut State Department of Education (CSDE) whether *all* food items sold to students separately from reimbursable meals will or will not meet the Connecticut Nutrition Standards.

In previous years, following my recommendation, the Board of Education has voted NOT to certify to the CSDE that all food items offered by the school system for sale to students meet the nutrition standards published by CSDE. This year, again, I am asking the Board to vote in the negative for the reason that it will not be possible, within the context of these rigorous standards, to maintain our comprehensive school food services program for students in an affordable manner.

Although I am recommending that the Board vote in the negative, I wish to assure the members of the Board that we shall continue to work with the Food Service Advisory Committee, as we have for the past several years, to actively pursue meeting the healthy food standards as they may be deemed to be appropriate for the Westport Public Schools.

ADMINISTRATIVE RECOMMENDATION

Be It Resolved, That upon the recommendation of the Superintendent of Schools, the Board of Education votes that it will not certify that all food items sold to students separately from reimbursable meals in the schools under its jurisdiction will meet the nutrition standards published by the Connecticut State Department of Education.



WESTPORT PUBLIC SCHOOLS

ELLIOTT LANDON
Superintendent of Schools

110 MYRTLE AVENUE
WESTPORT, CONNECTICUT 06880
TELEPHONE: (203) 341-1025
FAX: (203) 341-1029

To: Members of the Board of Education
From: Elliott Landon
Subject: Salaries for Non-Represented Employees
Date: May 23, 2016

Please find appended to this memorandum the salaries approved in executive session by the Board of Education for the 2016-17 school year for all non-Union, non-represented employees.

At our meeting of May 23, the Board is being requested to formally and publicly approve funding for the salaries for all non-Union, non-represented non-administrative and administrative employees previously approved in executive session.

ADMINISTRATIVE RECOMMENDATION

Be It Resolved, That upon the recommendation of the Superintendent of Schools, the Board of Education approves salaries for all non-Union, non-represented non-administrative and administrative employees for the 2016-17 school year, said salaries to be found on file in the Office of the Superintendent of Schools.



WESTPORT PUBLIC SCHOOLS

ELLIOTT LANDON
Superintendent of Schools

110 MYRTLE AVENUE
WESTPORT, CONNECTICUT 06880
TELEPHONE: (203) 341-1010
FAX: (203) 341-1029

To: Members of the Board of Education

From: Elliott Landon

Subject: Alternative Scheduling Options, K-12

Date: May 23, 2016

You will find appended to this memorandum a commentary from James D'Amico and Julie Droller that addresses the above-referenced subject. You may recall that one of the Performance Objectives approved by the Board of Education for the 2015-16 school year stated, "Investigate alternative scheduling options for elementary and middle schools and Staples High School to achieve efficiency and/or to strengthen alignment with Westport 2025 framework."

The action step associated with the objective calls for the Administration to "Report outcomes and prepare recommendations for Board of Education consideration for implementation."

In response to that objective we have been working diligently to meet the objective and prepare the report. James and Julie will report upon our progress to date at the meeting of May 23.





Julie Droller
Director of Elementary Education

James J. D'Amico
Director of Secondary Education

TO: Elliott Landon
FROM: James D'Amico and Julie Droller
SUBJECT: Alternative Scheduling Options for 2017-2018
DATE: May 23, 2106

Under the Board of Education's Productivity and Efficiencies goal (Goal 3), we were charged with investigating alternative scheduling options for the elementary and middle schools, and Staples High School. At the elementary level, scheduling committees were established at each school, comprised of administrators, teachers, and parents.. A District Scheduling Committee that included Central Office administrators, Department Chairs, and representatives from each School-Based Committee, was formed as well. At the middle school level, a joint scheduling committee was established that included building administrators, department chairs, and teachers representing the core and encore subject areas. At the high school, the administrative team began this work. In May, a new scheduling committee was formed that included teachers representing most school departments as well as representation from the PTA.

These committees analyzed time allocation within their existing schedules, identifying strengths and challenges of the current model. The District Committee considered two essential questions:

- Is our current schedule effective and efficient in meeting Westport 2025 goals?
- Does our current schedule reflect our values in terms of how we allocate time?

At each level, we identified challenges with our current schedule.

At the elementary schools:

- Time allocations do not always reflect our values.
- Inconsistency in daily classroom schedules.
- Inconsistency in special area instruction, based on days in and out of school.
- Inefficiencies in scheduling support and special education services.
- Limited time for Professional Learning during the school day.

At the middle schools:

- Length of instructional periods does not fully support Singapore math approach and reading/writing workshop
- Monday-Friday structure causes inequity in instructional time, particularly in encore classes
- Students are pulled out of core instruction frequently
- Rotation of extended/double periods creates planning difficulties
- Inefficient use of Flex periods

At Staples High School:

- Monday-Friday structure causes inequity in instructional time for certain periods

- Limited opportunity for teacher collaboration and professional learning during the school day
- Limited opportunity to offer students short-term, targeted interventions
- No time for community-building, developmental guidance, mental well-being activities
- Science lab time structure shortens student lunch period or removes communication time from students' day
- Restricts ability to meet needs of students who need opportunity for outside of school job training and apprenticeships
- No mechanism to gather students individually or in groups without pulling them out of instructional time

Throughout the year, our committees spent eight days working with Dr. Michael Rettig, from School Scheduling Consultants, who provided strategies for developing schedules that align with district vision and goals, increase the efficacy of our instruction, and address the challenges identified with our current model. We have been exploring various models, and will be prepared to make a recommendation to the Board next fall, for implementation at the elementary schools in the 2017-18 school year. Our goal is to make a recommendation for Staples High School by June of 2017 for implementation in the 2018-2019 school year. We will continue to analyze the middle school schedule throughout next year, with the possibility of recommendations by June 2017, or the 2017-18 school year.

WESTPORT PUBLIC SCHOOLS

ELLIOTT LANDON
Superintendent of Schools

110 MYRTLE AVENUE
WESTPORT, CONNECTICUT 06880
TELEPHONE: (203) 341-1010
FAX: (203) 341-1029

To: Members of the Board of Education
From: Elliott Landon
Subject: Legislation Concerning Student Data Privacy
Date: May 23, 2016

When we last discussed this matter, the Legislature was still in session and no action had been taken.

It is my understanding that as of May 19, 2016, both the Senate and the House of the Connecticut General Assembly have voted to approve the legislation that I have included as an attachment to this memorandum. I have also included an analysis of the bill by the Office of Legislative Review (OLR).

The legislation currently sits on the desk of Governor Malloy. Should he sign the bill, it will go into effect October 1, 2016 and will have serious implications for the Board of Education in terms of being attentive to its provisions. Should the Governor neither sign the bill, nor veto it, it will go into effect without his signature.

The Office of the Superintendent of Schools will be required to insure full compliance with the provisions of this legislation on behalf of the Board of Education.



OLR Bill Analysis

sHB 5469

AN ACT CONCERNING STUDENT DATA PRIVACY.

SUMMARY:

This bill restricts how student information may be used by (1) entities that contract to provide educational software and electronic storage of student records (“contractors”) and (2) operators of websites, online services, or mobile applications (i.e., apps).

Regarding software contractors that do business with local or regional boards of education, the State Board of Education (SBE), or the State Department of Education (SDE), the bill:

1. requires contracts between such contractors and boards of education, SBE, or SDE to contain specific provisions relating to the use and security of student information;
2. prohibits such contractors from using personally identifiable information from student records to engage in advertising or for any purposes other than those contractually authorized; and
3. requires boards of education to notify parents within five business days of executing a contract with such contractors.

The bill also voids any (1) contract provision between these parties that conflicts with the above requirements and prohibitions on or after October 1, 2016 or (2) contract between these parties that fails to include the above required provisions.

For operators of websites, online services, or mobile apps, the bill does the following:

1. requires such operators to maintain reasonable security practices to protect student information and delete student information upon student, parent, guardian, or board of education request;
2. prohibits such operators from engaging in targeted advertising, creating student profiles for purposes unrelated to school, or selling or disclosing student information, with some exceptions;
3. allows such operators to use student information and de-identified student information for purposes related to student learning or operational improvements.

The bill also requires school districts to withhold the release of student directory information if the local or regional board of education determines that a request for such information is not related to school purposes.

The bill does not provide any specific enforcement mechanism or penalties; however, existing

law provides a civil penalty for each violation.

EFFECTIVE DATE: October 1, 2016, and the provision regarding (1) contracts is applicable to contracts entered into, amended, or renewed on or after that date and (2) directory information takes effect July 1, 2016.

§ 1 — RESTRICTIONS ON SOFTWARE AND INFORMATION STORAGE CONTRACTORS

The bill places a number of restrictions on how software and electronic information services contractors can use student information.

It defines contractors as individuals, businesses, or other entities that (1) provide educational software or services for storing, managing, or retrieving electronic student records and (2) receive student records under a written contract with a local or regional board of education, SBE, or SDE.

Under the bill, such contractors are banned from using (1) student records for any purposes other than those the contract authorizes or (2) personally identifiable information contained in student records for advertising.

Student Records

The bill defines “student records” as any information (1) directly related to a student that boards of education, SDE, or SBE maintains and (2) acquired through a student's use of educational software that a teacher or other public education employee assigned. Student records do not include de-identified student information allowed under the contract that the contractor uses to:

1. improve educational products for adaptive learning purposes and for customizing student learning,
2. demonstrate the contractor's product effectiveness for marketing purposes, and
3. develop and improve the contractor's products and services.

“De-identified student information” means any information that cannot be used to identify an individual student.

Contract Requirements

Under the bill, every contract that a board of education, SDE, or SBE enters into with a contractor, beginning October 1, 2016, must include:

1. a statement that student records and student-generated content are not the property of, or under the control of, a contractor;
2. a statement that the contractor will not use student records for any purposes except those the contract authorizes;

3. a description of the procedures for a student, parent, or guardian to (a) review personally identifiable information in the student record and (b) correct erroneous information, if any, in the record;
4. a description of the actions the contractor agrees to take to ensure student record security and confidentiality;
5. a description of the procedures for notifying a student, parent, or guardian and the board of education, SBE, or SDE (as appropriate) as soon as practical, but not later than 48 hours, after the contractor becomes aware of, or suspects, that any student record under the contractor's control has been subject to unauthorized access or suspected unauthorized access;
6. a statement that the contractor and the board of education, SBE, or SDE will ensure compliance with the federal Family Educational Rights and Privacy Act of 1974 (FERPA), 20 USC 1232g (see BACKGROUND);
7. a description of how a student, parent, or legal guardian of a student may retain possession and control of student-generated content and, if applicable, how a student, parent, or guardian can transfer the student-generated content to an email account;
8. a statement that the contractor will not retain or have available student records after completing the contracted services unless a student, parent, or guardian chooses to establish or maintain an electronic account with the contractor to store student-generated content;
9. a statement that Connecticut law governs the rights and duties of all parties to the contract; and
10. a statement that a court finding of invalidity for any contract provision does not invalidate other contract provisions or applications that are not affected by the finding.

Under the bill "student-generated content" refers to materials a student creates, including essays, research papers, portfolios, creative writing, music or other audio files or photographs, except that it does not include student responses to a standardized assessment.

Notice of Contract Execution

The bill requires boards of education to notify affected students and their parents or guardians within five business days after entering into a contract with a software or information storage contractor. The notice must do the following:

1. state that the contract has been executed and its date of execution,
2. provide a brief description of the contract and its purpose,

3. state what student-generated content or student records may be collected under the contract, and
4. state that the parent or guardian of a student affected by the contract may choose to opt their student out of participation in the contract execution.

§ 2 — RESTRICTIONS ON WEBSITE, ONLINE SERVICE, AND APP OPERATORS

The bill restricts Internet website, online service, and app operators from using student information.

Operators

The bill defines these entities as operators of websites, online services, or mobile applications that are designed, used, and marketed for school purposes and who collect, maintain or use student information.

“School purposes” are activities directed by, or customarily take place at the direction of, a public school teacher or board of education and include classroom or at-home instruction, administrative activities, and collaboration among students, school personnel, or parents or guardians of students. (It is unclear what “customarily take place at the direction” of a teacher or board of education means in this context.)

“Students” refers to children who live in Connecticut and are enrolled in (1) a preschool program participating in the statewide public school information system (see BACKGROUND) or (2) grades kindergarten to 12 in a public school.

Student Information

The bill defines “student information” as personally identifiable information that:

1. a student, parent, or legal guardian creates or provides by using the operator's website, service, or application for school purposes;
2. an employee or agent of a board of education creates or provides to an operator for school purposes; or
3. an operator gathers through the operator's website, service, or application and identifies a student, including (a) information in the student's records or email account; (b) first or last name; (c) home address or telephone number; (d) date of birth; (e) electronic mail address; (f) discipline records; (g) test results; (h) grades; (i) evaluations; (j) criminal, medical, or health records; (k) Social Security number; (l) biometric information; (m) disabilities; (n) socioeconomic information; (o) food purchases; (p) political or religious affiliations; (q) text messages; (r) documents; (s) student identifiers; (t) search activity; (u) photographs or voice recordings; (v) survey responses; or (w) behavioral assessments.

Prohibitions Applying to Operators

The bill prohibits operators from knowingly:

1. engaging in targeted advertising on the operator's or any other website, service, or application, that uses any student information that the operator acquired because a student, parent, or legal guardian used the operator's website, service, or application;
2. using student information created or gathered by the website, service, or application to create a student profile, except in furthering school purposes;
3. selling student information, unless the sale is part of the purchase, merger or acquisition of an operator by a successor operator and the successor operator continues to be subject to the bill's provisions; and
4. disclosing student information, with some exceptions (see below).

Exceptions that Permit Disclosure

The bill permits operators to disclose student information if the disclosure is made under the following circumstances:

1. in furtherance of school purposes of the website, online service, or app, provided the recipient of the information uses it to improve the functionality of the site, service, or app;
2. to ensure compliance with federal or state law;
3. in response to a judicial order;
4. to protect the safety of users or others, or the security of the website, online service, or app; or
5. to an entity hired by the operator to provide services for the website, online service, or app, as long as the operator contractually (a) prohibits the entity from using the information for any purpose other than providing the contracted service to, or on behalf of, the operator; (b) prohibits the entity from disclosing such student information to subsequent third parties; and (c) requires the entity to agree to maintain security procedures and delete any student information at a student's, parent's, or guardian's request.

Requirement to Protect and, Upon Request, Delete Information

Under the bill, an operator must (1) protect student information from unauthorized access, whenever and however stored or maintained, in accordance with current industry standards, and (2) delete a student's information if a student, parent, or guardian or the board of education requests the information be deleted.

Current state consumer protection law has a similar provision that requires anyone who possesses another person's personal information to safeguard, among other things, the data and computer files from misuse by third parties (CGS § 42-471). It also requires the data be destroyed or made unusable before it is disposed of. Willful violators may be subject to civil penalties of \$500 for each violation, provided the penalty cannot exceed \$500,000 for any single event.

Use of Student Information to Improve Operator's Service

The bill permits an operator to use de-identified student information to improve the operator's website, service, or application and to market the effectiveness of the website, service, or application. Under the bill, "de-identified student information" refers to any student information that has been altered to prevent the identification of an individual student. It also permits an operator to use aggregated de-identified student information for improvement and development of websites, services, or applications for school purposes.

Another portion of the bill allows the operator to use student information to maintain, support, evaluate, or diagnose the operator's website, service, or application or for adaptive learning purposes or customized student learning without specifying that the information first be de-identified.

Specified Effects

The bill specifies that all of the above provisions applicable to operators of websites, online services, or apps do not do any of the following:

1. limit a law enforcement agency's ability to obtain student information from an operator authorized by law or court order;
2. limit a student's, parent's, or guardian's ability to download, transfer, or otherwise save or maintain student information;
3. impose a duty on an interactive computer services provider, as defined under federal law, to ensure third-party information content providers' compliance with the operator prohibitions and requirements in this bill;
4. impose a duty on a seller or provider of online services or apps to ensure compliance with the operator prohibitions and requirements in this bill regarding such online services or apps;
5. limit an Internet service provider from giving a student, parent, or guardian or a board of education the ability to connect to the Internet;
6. prohibit an operator from advertising other websites, online services, or apps used for school purposes to students' parents or guardians, as long as it does not result from the use of student information; or

7. apply to websites, online services, or apps designed and marketed for general use by individuals.

§ 3 — STUDENT DIRECTORY INFORMATION

Under FERPA, a board of education may disclose directory information if a parent has not made a request to restrict disclosure. The bill defines “directory information” using federal regulations for FERPA (see BACKGROUND).

The bill maintains a local or regional board of education's authority to disclose directory information but prohibits a board from disclosing such information if it determines that the disclosure request is not related to school purposes.

BACKGROUND

Statewide Public Information System

This system is a statewide, standardized electronic database that tracks and reports data on student, teacher, school, and district performance growth. This data is available to local and regional boards of education for evaluating educational performance and growth of teachers and students enrolled in Connecticut public schools (CGS § 10-10a).

Disclosure of Directory Information under FERPA

FERPA is the federal law that protects the privacy of student education records, with some exceptions (20 USC § 1232g). One exception is that FERPA allows school districts to disclose information they designate as “directory information” without prior parental consent (or student consent if the student is age 18 or older). Once a year, districts must notify parents of the policy and give them the opportunity to restrict the disclosure of directory information. Unless the parent affirmatively requests limiting disclosure, the district can disclose directory information.

Definition of “Directory Information” under FERPA Regulations

“Directory information” means information contained in a student's education record that would generally not be considered harmful or an invasion of privacy if disclosed.

It includes the following student information:

1. name, address, and telephone listing;
2. electronic mail address;
3. photograph;
4. date and place of birth;
5. major field of study;

- 6. grade level and enrollment status;
- 7. dates of attendance;
- 8. participation in officially recognized activities and sports;
- 9. weight and height of sports team members;
- 10. degrees, honors, and awards received;
- 11. most recent educational agency or institution attended; and
- 12. certain student identification (ID) numbers or unique personal identifiers that cannot be used to gain access to educational records.

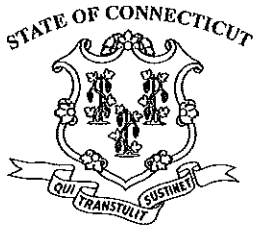
Directory information does not include a student's social security number or student ID number that can be used to gain access to educational records (34 CFR § 99.3).

COMMITTEE ACTION

Education Committee

Joint Favorable Substitute

Yea 33 Nay 0 (03/18/2016)



General Assembly

February Session, 2016

Amendment

LCO No. 5811



Offered by:

REP. FLEISCHMANN, 18th Dist.
REP. MCCARTHY VAHEY, 133rd
Dist.
REP. LAVIELLE, 143rd Dist.

To: Subst. House Bill No. 5469

File No. 527

Cal. No. 329

"AN ACT CONCERNING STUDENT DATA PRIVACY."

1 Strike everything after the enacting clause and substitute the
2 following in lieu thereof:

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

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

9 (2) "Operator" means any person who (A) operates an Internet web
10 site, online service or mobile application with actual knowledge that
11 such Internet web site, online service or mobile application is used for
12 school purposes and was designed and marketed for school purposes,

13 to the extent it is engaged in the operation of such Internet web site,
14 online service or mobile application, and (B) collects, maintains or uses
15 student information;

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

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

40 (5) "Student record" means any information directly related to a
41 student that is maintained by a local or regional board of education,
42 the State Board of Education or the Department of Education or any
43 information acquired from a student through the use of educational
44 software assigned to the student by a teacher or employee of a local or
45 regional board of education, except "student record" does not include

46 de-identified student information allowed under the contract to be
47 used by the contractor to (A) improve educational products for
48 adaptive learning purposes and customize student learning, (B)
49 demonstrate the effectiveness of the contractor's products in the
50 marketing of such products, and (C) develop and improve the
51 contractor's products and services;

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

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

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

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

72 (10) "Targeted advertising" means presenting an advertisement to a
73 student where the selection of the advertisement is based on student
74 information, student records or student-generated content or inferred
75 over time from the usage of the operator's Internet web site, online
76 service or mobile application by such student or the retention of such
77 student's online activities or requests over time for the purpose of

78 targeting subsequent advertisements. "Targeted advertising" does not
79 include any advertising to a student on an Internet web site that such
80 student is accessing at the time or in response to a student's response
81 or request for information or feedback;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

140 (c) A contractor shall implement and maintain security procedures
141 and practices designed to protect student information, student records
142 and student-generated content from unauthorized access, destruction,
143 use, modification or disclosure that (1) use technologies and
144 methodologies that are consistent with the guidance issued pursuant
145 to section 13402(h)(2) of Public Law 111-5, as amended from time to
146 time, (2) maintain technical safeguards as it relates to the possession of
147 student records in a manner consistent with the provisions of 45 CFR
148 164.312, as amended from time to time, and (3) otherwise meet or
149 exceed industry standards.

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

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

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

164 (g) Not later than five business days after executing a contract
165 pursuant to this section, a local or regional board of education shall
166 provide electronic notice to any student and the parent or legal
167 guardian of a student affected by the contract. The notice shall (1) state
168 that the contract has been executed and the date that such contract was
169 executed, (2) provide a brief description of the contract and the

170 purpose of the contract, and (3) state what student information,
171 student records or student-generated content may be collected as a
172 result of the contract. The local or regional board of education shall
173 post such notice and the contract on the board's Internet web site.

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

185 (b) An operator shall not knowingly:

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

193 (2) Collect, store and use student information, student records,
194 student-generated content or persistent unique identifiers for purposes
195 other than the furtherance of school purposes;

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

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

224 (c) An operator may use student information (1) to maintain,
225 support, improve, evaluate or diagnose the operator's Internet web
226 site, online service or mobile application, (2) for adaptive learning
227 purposes or customized student learning, (3) to provide
228 recommendation engines to recommend content or services relating to
229 school purposes or other educational or employment purposes,
230 provided such recommendation is not determined in whole or in part
231 by payment or other consideration from a third party, or (4) to respond
232 to a request for information or feedback from a student, provided such
233 response is not determined in whole or in part by payment or other
234 consideration from a third party.

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

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

245 (f) Nothing in this section shall be construed to (1) limit the ability of
246 a law enforcement agency to obtain student information, student
247 records or student-generated content from an operator as authorized
248 by law or pursuant to a court order, (2) limit the ability of a student or
249 the parent or legal guardian of a student to download, export, transfer
250 or otherwise save or maintain student information, student records or
251 student-generated content, (3) impose a duty upon a provider of an
252 interactive computer service, as defined in 47 USC 230, as amended
253 from time to time, to ensure compliance with this section by third-
254 party information content providers, as defined in 47 USC 230, as
255 amended from time to time, (4) impose a duty upon a seller or
256 provider of an electronic store, gateway, marketplace or other means
257 of purchasing or downloading software applications to review or
258 enforce compliance with this section on such software applications, (5)
259 limit an Internet service provider from providing a student, parent or
260 legal guardian of a student or local or regional board of education with
261 the ability to connect to the Internet, (6) prohibit an operator from
262 advertising other Internet web sites, online services or mobile
263 applications that are used for school purposes to parents or legal
264 guardians of students, provided such advertising does not result from
265 the operator's use of student information, student records or student-
266 generated content, or (7) apply to Internet web sites, online services or
267 mobile applications that are designed and marketed for use by
268 individuals generally, even if the account credentials created for an

269 operator's Internet web site, online service or mobile application may
270 be used to access Internet web sites, online services or mobile
271 applications that are designed and marketed for school purposes.

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

284 (2) Upon the discovery of a breach of security that results in the
285 unauthorized release, disclosure or acquisition of directory
286 information, student records or student-generated content, a contractor
287 shall notify, without unreasonable delay, but not more than sixty days
288 after such discovery, the local or regional board of education of such
289 breach of security. During such sixty-day period, the contractor may
290 (A) conduct an investigation to determine the nature and scope of such
291 unauthorized release, disclosure or acquisition, and the identity of the
292 students whose directory information, student records or student-
293 generated content is involved in such unauthorized release, disclosure
294 or acquisition, or (B) restore the reasonable integrity of the contractor's
295 data system.

296 (3) Upon receipt of notice of a breach of security under subdivisions
297 (1) or (2) of this subsection, a local or regional board of education shall
298 electronically notify, not later than forty-eight hours after receipt of
299 such notice, the student and the parents or guardians of the student
300 whose student information, student records or student-generated
301 content is involved in such breach of security. The local or regional

302 board of education shall post such notice on the board's Internet web
303 site.

304 (b) Upon the discovery of a breach of security that results in the
305 unauthorized release, disclosure or acquisition of student information,
306 student records or student-generated content, an operator that is in
307 possession of or maintains student information, student records or
308 student-generated content as a result of a student's use of such
309 operator's Internet web site, online service or mobile application, shall
310 (1) notify, without unreasonable delay, but not more than thirty days
311 after such discovery, the student or the parents or guardians of such
312 student of any breach of security that results in the unauthorized
313 release, disclosure or acquisition of student information, excluding any
314 directory information contained in such student information, of such
315 student, and (2) notify, without unreasonable delay, but not more than
316 sixty days after such discovery, the student or the parents or guardians
317 of such student of any breach of security that results in the
318 unauthorized release, disclosure or acquisition of directory
319 information, student records or student-generated content of such
320 student. During such thirty-day or sixty-day period, the operator may
321 (A) conduct an investigation to determine the nature and scope of such
322 unauthorized release, disclosure or acquisition, and the identity of the
323 students whose student information, student records or student-
324 generated content are involved in such unauthorized release,
325 disclosure or acquisition, or (B) restore the reasonable integrity of the
326 operator's data system.

327 Sec. 5. (*Effective from passage*) (a) There is established a task force to
328 study issues relating to student data privacy. Such study shall include,
329 but not be limited to, an examination of (1) when a parent or guardian
330 of a student may reasonably or appropriately request the deletion of
331 student information, student records or student-generated content that
332 is in the possession of a contractor or operator, (2) means of providing
333 notice to parents and guardians of students when a student uses an
334 Internet web site, online service or mobile application of an operator
335 for instructional purposes in a classroom or as part of an assignment

336 by a teacher, (3) reasonable penalties for violations of the provisions of
337 sections 2 to 4, inclusive, of this act, such as restricting a contractor or
338 operator from accessing or collecting student information, student
339 records or student-generated content, (4) strategies in effect in other
340 states that ensure that school employees, contractors and operators are
341 trained in data security handling, compliance and best practices, (5) the
342 feasibility of developing a school district-wide list of approved Internet
343 web sites, online services and mobile applications, (6) the use of an
344 administrative hearing process designed to provide legal recourse to
345 students and parents and guardians of students aggrieved by any
346 violation of sections 2 to 4, inclusive, of this act, (7) the feasibility of
347 creating an inventory of student information, student records and
348 student-generated content currently collected pursuant to state and
349 federal law, (8) the feasibility of developing a tool kit for use by local
350 and regional boards of education to (A) improve student data
351 contracting practices and compliance, including a state-wide template
352 for use by districts, (B) increase school employee awareness of student
353 data security best practices, including model training components, (C)
354 develop district-wide lists of approved software applications and
355 Internet web sites, and (D) increase the availability and accessibility of
356 information on student data privacy for parents and guardians of
357 students and educators, and (9) any other issue involving student data
358 security that the task force deems relevant.

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

360 (1) One appointed by the speaker of the House of Representatives
361 who is a student data privacy advocate;

362 (2) One appointed by the president pro tempore of the Senate who
363 is a representative or member of the Connecticut Parent Teacher
364 Association;

365 (3) One appointed by the majority leader of the House of
366 Representatives who is a representative or member of the Connecticut
367 Education Association;

368 (4) One appointed by the majority leader of the Senate who is an
369 expert in information technology systems;

370 (5) One appointed by the minority leader of the House of
371 Representatives who is a representative of the Connecticut Association
372 of School Administrators;

373 (6) One appointed by the minority leader of the Senate who is a
374 representative of a contractor, pursuant to section 1 of this act;

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

376 (8) The Commissioner of the State Department of Education or the
377 Commissioner's designee; and

378 (9) Five persons appointed by the Governor, one of whom shall be a
379 representative or member of the American Federation of Teachers, one
380 of whom shall be a representative or member of the Connecticut
381 Association of Boards of Education, one of whom shall be an expert in
382 information technology systems, one of whom shall be a representative
383 or member of the Connecticut Association of Public School
384 Superintendents, and one of whom shall be an operator, pursuant to
385 section 1 of this act.

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

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

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

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

This act shall take effect as follows and shall amend the following sections:		
Section 1	<i>October 1, 2016</i>	New section
Sec. 2	<i>October 1, 2016, and applicable to contracts entered into, amended or renewed on or after said date</i>	New section
Sec. 3	<i>October 1, 2016</i>	New section
Sec. 4	<i>October 1, 2016</i>	New section
Sec. 5	<i>from passage</i>	New section