

TRUMBULL PUBLIC SCHOOLS  
BOARD OF EDUCATION  
POLICY MANUAL

SECTION: **3000**  
CATEGORY: **Business & Non-  
Instructional Operations**  
POLICY CODE: **3520.13/Student Data  
Protection**

**STUDENT DATA PROTECTION**

**Policy Statement**

The Trumbull Public Schools 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.

Adopted: 11/15/2016

Revised: 9/12/2017, 8/28/2018

**References**

- The Federal Family Educational Rights and Privacy Act of 1974 (FERPA)
- 47 U.S.C. §6777, a provision of the Communication Decency Act
- Connecticut Public Act 18-125, “An Act Concerning Revisions to the Student Data Privacy Act”
- Connecticut Public Act 17-200, “An Act Making Revisions to the Student Data Privacy Act of 2016”
- Connecticut Public Act 16-189, “An Act Concerning Student Data Privacy”
- Connecticut General Statutes §§ 1-19(b)(11), 7-109, 10-15b, 10-209, 10-234aa, 10-234bb, 10-234cc, 10-234dd, 11-8a, 11-8b, 12-234dd, 46b-56
- Trumbull Board of Education Policy Code 5125: Confidentiality and Maintenance of Student Records

**Regulations**

I. Definitions

“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 the Trumbull Public Schools.

“Operator” means the operator of an Internet website, online service, online application, 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.

“Student” means a Connecticut resident enrolled in a preschool program participating in the state-wide public school information system, pursuant to the Connecticut 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 District.

“De-identified information” means any information that has been altered to prevent the identification of an individual student.

“Eligible student” means a student who has reached 18 years of age.

“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.

“Student records” means any information directly related to a student that is maintained by the District, the State Board of Education, or the U.S. 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 de-identified information: (a) allowed under the contract to be used by the contractor to improve educational products for adaptive learning purposes and for customizing student learning; (b) used to demonstrate the effectiveness of the contractor’s products in the marketing of such products; and/or (c) used for the development and improvement of the contractor’s products and services.

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

“Student information” means personally identifiable information regarding a student that in any media or format meets any of the following:

1. Is created or provided by a student, and/or the student’s parent or legal guardian, to the operator in the course of the students’, parents’, or legal guardians’ use of the operators’ website, online service, or mobile application for school purposes.

2. Is created or provided by an employee or agent of a school or the District to an operator for school purposes.
3. Is gathered by an operator through the operation of the operator's Internet website, online service, or mobile application and identifies a student including but not limited to information in the student's educational record or email account, first and last name, home address, telephone number, 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 geolocation information.

“School purposes” means purposes that customarily take place at the direction of a teacher, a school, or the District or aid in the administration of school/District activities, including, but not limited to, instruction in the classroom, administrative activities, and collaboration among students, school personnel, or parents/legal guardians.

“Targeted advertising” means presenting an advertisement to a student where the selection of the advertisement is based on student information, or inferred from the usage of the operator's Internet website, online service or mobile application by such student.

## II. Contractual Requirements

The District, 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 continue to be the property of and under the control of the Trumbull Public Schools. 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 Trumbull Public Schools 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 Trumbull Public Schools 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 accessible 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 and/or parent or legal guardian of a student may review personally identifiable information 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, in compliance with Connecticut General Statutes § 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 District, except a student and/or 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.
8. A statement that the contractor and the District shall ensure compliance with the federal Family Educational Rights and Privacy Act (FERPA).
9. A statement that Connecticut laws shall govern the rights and duties of the contractor and the District.
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 District 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 Connecticut General Statutes § 10-234bb. Such addendum 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 District 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 or the terms-of-service agreement addendum entered into on and after July 1, 2018, that does not include the provisions listed above shall be void, provided the District 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 District 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 District shall post notice of any such contract on the District'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 1<sup>st</sup> annually, the District shall electronically notify students and the parents/guardians of students of the address of the Internet website described in this policy.

The District 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 District 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 such policy, provided: (1) such Internet website, online service, or mobile application complies with the Family Educational Rights and Privacy Act of 1974, as amended from time to time, and the Health Insurance Portability and Accountability Act of 1996, as amended from time to time; (2) the District 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 Connecticut General Statutes § 10-234cc, as amended for such use; and (4) the parent/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 that such parent/guardian is aware that such Internet website, online service, or mobile application is unable to comply with the provisions of this section, and (b) authorizes the use of such Internet website, online service, or mobile application. The District shall, upon the request of a child's parent/guardian, provide the evidence described above to such parent/guardian.

### III. General Expectations for Operator Security Procedures and Practices

The District 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/or disclosure; and to delete any student information, student records, or student-generated content within a reasonable amount of time if a student or his/her parent/legal guardian or the District requests the 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 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/guardian of such student, or the District 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 District will utilize the written guidance developed by the Department of Education in consultation with the Commission for Educational Technology concerning the implementation of the Family Educational Rights and Privacy Act of 1974, as amended from time to time, and the laws relating to student data privacy, such written guidance to include 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 how such addendum may be incorporated into contracts executed pursuant to Connecticut General Statutes § 10-234bb.

#### IV. Notice of Breach of Security

Upon notice of a breach of security by a contractor, the District 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 District shall also, as required, post notice of the breach on the District 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 District 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 District without unreasonable delay and in no case later than sixty (60) days from the discovery of the breach.

#### V. Restrictions on Operators

The District 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 its 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; and/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; and/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; and/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, or other Internet websites, online services, or mobile applications owned by the operator; and/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.

#### VI. Extent of Limitations

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 the District 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; and/or
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 use by individuals generally.