

## **Business/Non-Instructional Operations**

### **Soliciting Prices (Bids and Quotations)**

#### **Professional Services Procurement Policy**

##### **Statement of Purpose**

All professional service procurements made by the New Haven Public Schools (NHPS) involving the expenditure of general and special funds in excess of \$20,000 will be made in accordance with the following procurement standards.

All procurement transactions for professional services, regardless of method or dollar value, will maximize open and free competition consistent with the standards of American Bar Association Model Code for Professional Procurement, CT Statute Title 4a, and Chapter 58. New Haven Public School officials shall not engage in procurement practices that may be considered arbitrary or restrictive.

Purchases will be reviewed by the Chief Financial Officer (CFO) or designee, to prevent duplication and to ensure that costs are reasonable.

#### **I. METHODS FOR PROCUREMENT**

Procurement for professional services shall be made using one of the following methods: (1) small purchase procedures, (2) competitive sealed bids, (3) competitive negotiations, (4) non-competitive negotiation, (5) sole source methods or (6) State approved contractors, and shall be made in accordance with procedures set forth in this policy, relevant City of New Haven Purchasing regulations.

- a)** For **purchases of less than \$500**, efforts will be made to get the lowest and best price, but written records of such efforts are not necessary. **Small Purchases** that cost between **\$500 and \$4,999.99** will require a **Quick Bid Form**, with three over-the-telephone quotations of rate, price, etc. A memorandum will be prepared setting forth the date calls were made, parties contacted and prices obtained. Purchases of supplies, equipment and services that cost **\$5,000 to \$24,999** will require written estimates. The appropriate program official will solicit written responses from *at least three vendors*, and if no such responses are available, a statement explaining the procurement will be prepared and retained.
- b) Competitive Sealed Bids:** Bidding will be employed when detailed specifications for the goods or services to be procured can be prepared and the primary basis for award is cost. When the cost of a contract, lease or other agreement for materials, supplies, equipment or contractual services, other than those personal or professional, exceeds **\$25,000**, an Invitation for Bids (IFB) notice will generally be prepared consistent with C.G.S. 7-148(v). This notice will be published on the district website. NHPS program officials may also solicit sealed bids from responsible prospective suppliers by sending them a copy of such notice.

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### Soliciting Prices (Bids and Quotations)

#### Professional Services Procurement Policy (continued)

**b) Competitive Sealed Bids (continued):**

The Invitation to Bid, (IFB) will include a complete, accurate and realistic specification and description of the goods or services to be procured, the bid deposit, payment bond and bond performance required (if applicable), the location where bid forms and specifications may be secured, the time and place for opening bids, and whether the bid award will be made on the basis of the lowest price or the lowest evaluated price. If the lowest evaluated price is used, the measurable criteria to be used must be stated in the IFB. The IFB and website notice must also contain language which calls to the attention of bidders all applicable requirements which must be complied with such as APPROPRIATE CITY, STATE, AND FEDERAL STATUTES, the Civil Rights Act and the Davis-Bacon Act.

**All bidders must provide a list of principal owners and executive staff, as well as, the percentage of city residents, women and minority staff.**

Sealed bids will be opened in public at the time and place stated in the IFBs. The bids will be tabulated by the Chief Procurement Officer (CPO) at the time of the bid opening. The results of the tabulation and the bid procurements will be examined for accuracy and completeness by the appropriate project manager who will make recommendations to the New Haven Public School District. In addition, the CPO shall determine that all firms are responsive and responsible. The New Haven Board of Education will make the decision as to whom the contract shall be awarded in a majority vote. After New Haven Board of Education makes a bid award, a contract will be prepared for execution by the successful bidder.

The New Haven Board of Education, may cancel an Invitation for Bid or reject all bids if it is determined that such is in the best interests of the school district. Bidders will be notified in writing of such cancellation or rejection. The New Haven Board of Education may allow a vendor to withdraw a bid if requested at any time prior to the bid opening. Bids received after the time set for bid opening shall be returned to the vendor unopened.

**c) Competitive Negotiations**

The New Haven Board of Education will use competitive negotiations, regardless of contract amount, upon a written determination that:

- Specifications cannot be made specific enough to permit the award of a bid on the basis of either the lowest bid or the lowest evaluated bid price (in other words, bidding is not feasible).
- The services to be procured are professional in nature.

## **Business/Non-Instructional Operations**

### **Soliciting Prices (Bids and Quotations)**

#### **Professional Services Procurement Policy (continued)**

With the exception of certain professional services (principally engineering and legal services), competitive negotiations will proceed as follows:

- 1) Proposals will be posted on the NHPS website; additionally, a **Request for Proposal and Qualifications** (RFPQ) may be prepared and mailed to qualified vendors. The website posting must be published at least seven (7) days and not more than twenty-one (21) days before the date for receipt of the proposals.

The RFPQ will describe services needed, identify the factors to be considered in the evaluation of proposals and the relative weights assigned to each selection factor, and identify the qualifications required of the vendor. The RFPQ will call attention to the same regulations discussed in the bidding process. Requests for proposals will always include cost as a selection factor. In addition, all bidders must provide a list of principal owners and executive staff, as well as, the percentage of city residents, women and minority staff.

Award must be made to the bidder whose proposal is determined in writing by the New Haven Board of Education to be the most advantageous to the school district. Evaluations must be based on the factors set forth in the Request for Proposal and Qualifications and a written evaluation of each response prepared. The review committee may contact the firms regarding their proposals for the purpose of clarification and record in writing the nature of the clarification. If it is determined that no acceptable proposal has been submitted, all proposals may be rejected. New proposals may be solicited on the same or revised terms or the procurement may be abandoned.

For the procurement of certain professional services, an alternative to RFPQs may be used. The New Haven Board of Education will publish a Request for Qualifications (RFQ) document with the RFP. RFQ's are handled in a similar method to RFP's with the exception that cost is not a factor in the initial evaluation. The CPO will evaluate the responses and rank them by comparative qualifications. The highest scoring person or firm will be contacted and the CPO with appropriate staff will negotiate cost. If the vendor is unable to negotiate a satisfactory cost arrangement, the second highest scoring person or firm will be invited to negotiate. The CPO and the relevant project manager will maintain a written record of all such negotiations.

- 2) **Noncompetitive Negotiations**

Noncompetitive negotiations may be used for professional service procurements in excess of \$25,000 when bidding or competitive negotiations are not feasible. The NHPS may purchase services through non-competitive negotiations when it is determined in writing by the Superintendent or his or her designee and Chair of the Finance Committee that competitive negotiation or bidding is not feasible and that:

## **Business/Non-Instructional Operations**

### **Soliciting Prices (Bids and Quotations)**

#### **Professional Services Procurement Policy (continued)**

##### **2) Noncompetitive Negotiations (continued)**

- a) An emergency exists which will cause public harm as a result of the delay caused by following competitive purchasing procedures, or,
- b) The product or service can be obtained only from one source, or,
- c) The contract is for the purchase of perishable items purchased on a weekly or more frequent basis, or,
- d) Only one satisfactory proposal is received through RFP or RFQ, or,
- e) The state has authorized the particular type of noncompetitive negotiation (for example, the procurement of services by an Area Development District), through a purchasing consortium or through an existing state contract available to municipalities.

Procurement by noncompetitive negotiation requires the strictest attention to the observation of impartiality toward all suppliers. The New Haven Board of Education must approve all procurements by non-competitive negotiation when only one supplier is involved or only one bid or response to an RFP/RFQ is received.

- 3) Bids will be accepted only from those contractors who have a proven record of ability to successfully complete the scope of work being bid. References will be requested along with the contractor's bid proposal. Any contractors submitting a bid must produce (along with his/her bid documents) written proof of liability insurance and worker's compensation coverage. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance and financial and technical resources in awarding contracts.
- 4) Upon submission of a bid, the contractor will present a bid guarantee equivalent to 5 percent of the amount of the contractor's submitted bid. Unsuccessful bidders will have their bid guarantee returned to them with the notice which advises them they are an unsuccessful bidder. The successful bidder will post (at the signing of the contract and notice to proceed) a performance bond equal to 100 percent of the contract amount, along with a payment bond equivalent to 100 percent of the contract amount.

## **II. PROFESSIONAL SERVICE AGREEMENTS AND CONTRACTS**

Generally, all procurement for professional services in excess of \$200 will be memorialized and supported by a written Contract or Agreement. Where it is not feasible or is impractical to prepare a Contract or Agreement, a written finding to this effect will be prepared and some form of documentation regarding the transaction will also be prepared.

## **Business/Non-Instructional Operations**

### **Soliciting Prices (Bids and Quotations)**

#### **Professional Services Procurement Policy (continued)**

#### **II. PROFESSIONAL SERVICE AGREEMENTS AND CONTRACTS (continued)**

The contractual provisions required by the Standards for Professional Services agreements will be included in all contracts.

All contracts will contain language that allows the New Haven Board of Education the opportunity to cancel any contract for cause. Said cause shall include (but not be limited to) demonstrated lack of ability to perform the work specified, unwillingness to complete the work in a timely fashion, cancellation of liability insurance or worker's compensation, failure to pay suppliers or workers, unsafe working conditions caused by the contractor, failure to comply with Davis-Bacon wage laws (where applicable), failure to keep accurate and timely records of the job, or failure to make those records available to the New Haven Board of Education (on request) or any other documented matter which could cause a hardship for the New Haven Board of Education if a claim should arise or the work not be completed on schedule at the specified cost.

All professional service Agreements will contain the Board of Education approved Student Data Privacy Agreement as required by State and Federal regulations.

#### **III. DOCUMENTATION**

All source documents supporting any given transaction (receipts, purchase orders, invoices, RFP/RFQ data and bid materials) will be retained and filed in an appropriate manner. Where feasible, source documents pertinent to each individual procurement shall be separately filed and maintained. Where it is not feasible to maintain individual procurement files, source documents will be filed and maintained in a reasonable manner (examples include chronologically, by vendor, by type of procurement, etc.). Whatever form of documentation and filing is employed, the purpose of this section is to ensure that a clear and consistent audit trail is established. At a minimum, source document data must be sufficient to establish the basis for selection, basis for cost, (including the issue of reasonableness of cost), rationale for method of procurement and selection of contract type, and basis for payment.

#### **IV. LOCALLY OWNED, MINORITY OWNED, FEMALE OWNED AND SMALL BUSINESSES**

All necessary affirmative steps will be taken and documented to solicit participation of locally owned, minority-owned, female-owned and small businesses. The New Haven Board of Education will solicit proposals from minority- or women-owned businesses that provide the goods or services that are being sought. All bidders must provide a list of principal owners and executive staff, as well as, the percentage of city residents, women and minority staff.

## **Business/Non-Instructional Operations**

### **Soliciting Prices (Bids and Quotations)**

#### **Professional Services Procurement Policy (continued)**

#### **IV. LOCALLY OWNED, MINORITY OWNED, FEMALE OWNED AND SMALL BUSINESSES (continued)**

Where possible and feasible, delivery schedules will be established and work will be subdivided to maximize participation by small businesses or minority- or women-owned businesses. Subdivided components will be bid as a separate contract. Where feasible, evaluation criteria will include a factor with an appropriate weight for these firms. A list of locally owned, minority-owned, female-owned and small businesses and also minority businesses located within the trade region shall be maintained and used when issuing IFBs, RFPs and RFQs. This list shall also be consulted when making small purchases.

Legal Reference: Connecticut General Statutes

7-148v Requirements for competitive bidding

P.A. 13-71 An Act Concerning Requirements for Competitive Bidding for the Award of Contracts or Purchase of Property by Municipalities June 2017 Special Session PA 17-2, Section 16

Policy adopted:

NEW HAVEN PUBLIC SCHOOLS  
New Haven, Connecticut

## Professional Services Procurement Policy

### Glossary

**Agreement:** a duly executed and legally binding contract.

**Competitively Bid:** Formal Public Bid – Publicly advertise the scope, specifications and terms and conditions of the proposed Agreement or Contract, as well as, the criteria by which the bids will be evaluated.

**Competitive Negotiations:** Method used as an alternative to competitive bidding in which a RFP/Q is only sent to qualified contractors whose bid falls within a pre-determined competitive range.

**Invitation for Bids, (IFB):** A publicly advertised call to contractors to submit a proposal or project for a specific service.

**Independent Consultant Agreement:** Agreement to obtain consulting services or programmatic services by an individual with highly specialized expertise for defined Scope of Work.

**Non-Competitive Negotiations:** Used for professional service procurements in excess of \$10,000 when bidding or competitive negotiations are not feasible

**Request for Proposal/Qualifications, (RFP/Q):** A solicitation that details the need for service, Scope of Service, and the required qualifications, terms and conditions.

**Sealed Bids:** Contents of bids are sealed to prevent review of contents prior to the deadline for submission of responses.

**Sole Source:** A designation provided by the City of New Haven when there are no options but one contractor with the ability to provide the service. If the contractor meets the criteria, the City will issue a Sole Source letter. The Sole Source letter must be obtained prior to submission of an Agreement or Contract.

**Quick Bid:** The City of New provides the form to document quotes for small dollar amounts. This form is accompanied with the Agreement or Contract.

**A. Management and Evaluation of Professional Services Contractors**

**I. Student Programs and Interventions:**

Vendors working directly with students must show that they have produced achievement or behavioral outcomes with the students identified in the Professional Services Agreement. Such outcomes will include one or more of the following:

- Improved criterion reference achievement, standardized test scores and other measures of academic achievement.
- Archival evidence of student work
- Improved attendance
- Improved pro-social conduct in school
- Improved effort in assigned tasks within the classroom and school

**II. Professional Development for Staff and Parents:**

Vendors working directly with staff and parents must show evidence they can and have produced improvements in the knowledge and skills of the staff or parents identified in the Professional Services Agreement. Evidence would include:

- Authored publications
- Training designs
- Impact assessments with districts similar to the New Haven Public Schools

**III. Product Development Agreements:** Vendors must provide a portfolio of evidence that they can produce quality work in agreements to produce products, such as, website development, customized computer programs, data base development, and other products necessary for the operation and efficiency of the school district.

**All vendors must include program impact or product quality indicator instrumentation with bid submissions.**

**IV. Program Evaluation Typology:**

1. Single group time series design with baseline data
2. Comparative group time series with baseline data
3. Subject perceptions of program intervention
4. Archival products of evidence of knowledge and skill acquisition
5. Clinical evaluation of subject performance
6. Time series evaluation of progression of participant application of knowledge and skill acquisition.
7. Independent evaluation of program impact by recognized experts in the field.



**Professional Services Procurement Policy**

**Management and Evaluation of Professional Services Contractors (Continued)**

**V. Program Selection and Oversight Structure:**

The Grant Program Manager will be responsible for the following:

- Justification of need for the proposed service
- Supporting staff in program selection using the Request for Proposal/Request for Qualifications (RFP/RFQ) Process
- Program Monitoring
- Meeting with stakeholders at three intervals for formative and summative assessment of program implementation



# Memorandum

**To:** BOE members and Dr. Iline Tracey, Superintendent of Schools  
**From:** Typhanie R. Jackson on behalf of the governance committee  
**Date:** May 4, 2020  
**Subject:** Update grading during pandemic event 2020

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At this time, New Haven Public schools came together as a community to review grading practices during this pandemic event. As such, we gathered multiple data points to include a focus group of community, parents, staff, and students, small working groups sub groups, in addition to the distribution of a survey. The results of the survey are as follows:

## **Staff**

There were 983 respondents and 94% were teachers, 5.1% were school administrators, and 0.7% were Central Office administrators. The results indicated that 53.9% of the staff preferred a Pass/Fail grading system with an option for Pass with Distinction and 21.1% selected a Pass/Fail system for quarter 4. In reference to the final grade, 75.1% of staff selected the final grade to be calculated using traditional letter grades (A-F) with quarters 1 - 3 (and the midterm for high schools).

## **Parents and Students**

There were 3,884 respondents and 90.2% were parents and 9.8% were students. The results indicated that 38.7% of the parents and students selected a traditional A-F grading system and 20.5% selected a Pass/Fail grading system with an option for Pass with Distinction for quarter 4. In reference to the final grade, 56.4% of parents and students selected the final grade to be calculated using traditional letter grades (A-F) with quarters 1 - 4 (and the midterm for high schools).

## **Recommendations for Grading during Pandemic for Fourth Marking Period**

*Grades preK-4 Recommendations:*

### **Proposed Prek-4 Fourth Marking Period**

Teachers will provide narratives to explain the topics/standards covered and will complete descriptive sentences detailing each individual student's performance during this marking period. In addition, teachers will also provide the following non-punitive feedback on their level of participation in distance learning:

**High Engagement\*** -100%-50% participation in learning

**Moderate Engagement\*** -49%-20% participation in learning

**Limited Engagement\*** -less than 20% participation in learning

\*NOTE: We recognize that level of engagement in distance learning is affected by technology access and a variety of other factors and may not be an indication of the student's genuine level of interest in the learning. This feedback is only meant to provide information to parents and future teachers on how much distance learning time students may have experienced in the Spring of 2020.

*Grades 5-12 Recommendations:*

**Proposed Grade 5-12 Grading Policy for the last marking period (M4/T3) of 2019-20 distance learning due to COVID-19**

The expectation during distance learning is that teachers will continue to provide students with continuity of learning and feedback on their work. We recognize that during the last term no one has been experiencing school as usual so grades for the final term will need to provide information about the students' learning but in no way penalize students for circumstances outside of their control.

**Pass with Distinction (P+)** – Consistent engagement/performance during distance learning (80-100%)

**Pass (P)** – Moderate engagement/performance in distance learning less than 80%

**Not Graded (NG)** – limited or no engagement in distance learning (this may be due to a multitude of reasons including but not limited to lack of access, additional responsibilities, and parental decisions not to participate) Will not negatively impact a student's final course grade.

Teacher comment for last quarter could include short narrative with feedback on student's academic performance.

**Proposed Grade 5-12 Grading Policy for final course grades (Y1) for the 2019-20 SY for schools using traditional grade scales (A-F)**

**Semester 1 courses** – concluded January 17, 2020. Not impacted by pandemic.

**Semester 2 courses** – started January 20, 2020 with in person meetings through March 12, 2020 and continued with distance learning

Course grade (HS or MS Grade scale) no lower than grade at the end of MP3 grade but can be raised based on engagement/performance in distance learning. The option of Incomplete would exist for high school students who had not yet demonstrated enough work to earn credit. Incompletes would be time bound and we would need to set a date (possible date 11/6/2020 end of first quarter) by which the work would be completed to earn credit.

**Full Year Courses** – started August 30, 2019 with in person meetings through March 12, 2020 and continued with distance learning.

Course grade (HS or MS Grade scale) no lower than Y1 grade at the end of last term when students were physically in school (average of M1-M3 and X1 where applicable) but can be raised based on engagement/performance in distance learning. The option of Incomplete would exist for high school students who had not yet demonstrated enough work to earn credit. Incompletes would be time bound and we would need to set a date (possible date 11/6/2020 end of first quarter) by which the work would be completed to earn credit.

**\*For schools utilizing mastery based grading, similar flexibility will be used to determine M4 and course grades**

**\*Please note that transcripts will reflect final course grades and GPAs will be calculated based on final course grades, not individual marking periods**

**\*Grading must consider students with disabilities and in accordance with the child's IEP. Additionally, Grading must be considerate of students with English Learning Needs**



Policy adopted:

**P6141.321**

## **Instruction**

### **Computers: Acceptable Use of the Internet, Other Computer Networks and Internet Safety**

The School District is pleased to make access to interconnected computer systems within the District and the Internet available to students, the worldwide network that provides various means of accessing significant educational materials and opportunities.

In order for the school district to be able to continue to make its computer network and Internet access available, all students must take responsibility for appropriate and lawful use of this access. Students must understand that one student's misuse of the network and Internet access may jeopardize the ability of all students to enjoy such access. While the school's teachers and other staff will make reasonable efforts to supervise student use of network and Internet access, they must have student cooperation in exercising and promoting responsible use of this access.

Below is the Acceptable Use and Internet Safety Policy ("policy") of the school district. Upon reviewing, signing, and returning this policy as the students have been directed, each student will be given the opportunity to enjoy Internet access at school and is agreeing to follow the policy. If a student is under 18 years of age, he or she must have his or her parents or guardians read and sign the policy. The school district cannot provide access to any student who, if 18 or older, fails to sign and submit the policy to the school as directed or, if under 18, does not return the policy as directed with the signatures of the student and his/her parents or guardians.

Listed below are the provisions of your agreement regarding computer network and Internet use. If you have any questions about these provisions, you should contact the person that your school has designated as the one to whom you can direct your questions. If any user violates this policy, the student's access will be denied, if not already provided, or withdrawn and he or she may be subject to additional disciplinary action.

### **Personal Responsibility**

By signing this policy, you are agreeing not only to follow the rules in this policy at any time you are in a school building, on a district-provided device or accessing the district network, but are agreeing to report any misuse of the network to the person designated by the school for such

reporting. Misuse means any violations of this policy or any other use that is not included in the policy, but has the effect of harming another or his or her property.

### **Term of the Permitted Use**

A student who submits to the school, as directed, a properly signed policy and follows the policy to which she or he has agreed will have computer network and Internet access during the course of the school year only. Students will be asked to sign a new policy each year during which they are students in the school district before they are given an access account.

### **Acceptable Uses**

1. ***Educational Purposes Only.*** The school district is providing access to its computer networks, devices, and the Internet for only educational purposes. If you have any doubt about whether a contemplated activity is educational, you may consult with the person(s) designated by the school to help you decide if a use is appropriate.
2. ***Unacceptable Uses of Network.*** Among the uses that are considered unacceptable and which constitute a violation of this policy are the following:
  - A. Uses that violate the law or encourage others to violate the law. Don't transmit offensive or harassing messages; offer for sale or use any substance the possession or use of which is prohibited by the school district's student discipline policy; view, transmit or download pornographic materials or materials that encourage others to violate the law; intrude into the networks or devices of others; and download or transmit confidential, trade secret information, or copyrighted materials. Even if materials on the networks are not marked with the copyright symbol, you should assume that all materials are protected unless there is explicit permission on the materials to use them.
  - B. Uses that cause harm to others or damage to their property. For example, don't engage in defamation (harming another's reputation by lies); employ another's password or some other user identifier that misleads message recipients into believing that someone other than you is communicating or otherwise using his/her access to the network or the Internet; upload a worm, virus, "trojan horse," "time bomb," or other harmful form of programming or vandalism; participate in "hacking" activities or any form of unauthorized access to other devices, networks, or information systems.
  - C. Uses that jeopardize the security of student access and of the computer network or other networks on the Internet. For example, don't disclose or share your password with others; don't impersonate another user.
  - D. Uses not sanctioned by the district or school that are commercial in nature. You should not give others private information about you or others, including credit card numbers

and social security numbers.

3. **Netiquette.** All users must abide by rules of network etiquette, which include the following:
  - A. Be polite. Use appropriate language. No swearing, vulgarities, suggestive, obscene, belligerent, or threatening language.
  - B. Avoid language and uses which may be offensive to other users. Do not make, distribute, or redistribute jokes, stories, or other material which are personal in nature or based upon slurs or stereotypes relating to race, gender, ethnicity, nationality, religion, or sexual orientation.
  - C. Don't assume that a sender of email is giving his or her permission for you to forward or redistribute the message to third parties or to give his/her email address to third parties. This should only be done with permission or when you know that the individual would have no objection.
  - D. Be considerate when sending attachments with email (where this is permitted). Be sure that the file is not too large to be accommodated by the recipient's system and is in a format which the recipient can open.

### **Internet Safety**

1. **General Warning; Individual Responsibility of Parents and Users.** All users and their parents/guardians are advised that access to the electronic network may include the potential for access to materials inappropriate for school-aged students. Every user must take responsibility for his or her use of the computer network and Internet and stay away from these sites. Parents of minors are the best guides of materials to avoid. If a student finds that other users are visiting offensive or harmful sites, he or she should report it immediately to school or district personnel.
2. **Personal Safety.** Be safe and cyber-aware. In using the computer network and Internet, do not reveal personal information such as your home address or telephone number. Do not use your real last name or any other information which might allow a person to locate you without first obtaining the permission of a supervising teacher. Do not arrange a face-to-face meeting with someone you "meet" on the computer network or Internet without your parent's permission (if you are under 18). Regardless of your age, you should never agree to meet a person you have only communicated with on the Internet in a secluded place or in a private setting.
3. **"Hacking" and Other Illegal Activities.** It is a violation of this policy to use the school's computer network, devices or the Internet to gain unauthorized access to other devices, computers or computer systems, or to attempt to gain such unauthorized access. Any use which violates state or federal law relating to copyright, trade secrets, the distribution of

obscene or pornographic materials, or which violates any other applicable law or municipal ordinance, is strictly prohibited.

4. **Confidentiality of Student Information.** Personally identifiable information concerning students may not be disclosed or used in any way on the Internet without the permission of a parent or guardian or, if the student is 18 or over, the permission of the student himself/herself. Users should never give out private or confidential information about themselves or others on the Internet, particularly credit card numbers and Social Security numbers. A supervising teacher or administrator may authorize the release of directory information, as defined by law, for internal administrative purposes or approved educational projects and activities.
  
5. **Active Restriction Measures.** The school, either by itself or in combination with the Data Acquisition Site providing Internet access, will utilize filtering software or other technologies to prevent students from accessing visual depictions that are (1) obscene, (2) child pornography, or (3) harmful to minors. The school will also monitor the online activities of students, through direct observation and/or technological means, to ensure that students are not accessing such depictions or any other material which is inappropriate for minors.

Internet filtering software or other technology-based protection systems may be disabled by a supervising teacher or school administrator, as necessary, for purposes of bona fide research or other educational projects being conducted by students age 18 and older.

The term “harmful to minors” is defined by the Communications Act of 1934 (47 USC Section 254 [h][7]), as meaning any picture, image, graphic image file, or other visual depiction that:

- taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion;
- depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals;
- taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.

## Privacy

Network and Internet access is provided as a tool for your education. The school district reserves the right to monitor, inspect, copy, review and store at any time and without prior notice any and all usage of the computer network and Internet access and any and all information transmitted or received in connection with such usage. Files stored on district-managed networks or cloud-based



environments and apps (e.g., Google Classroom) are the property of the school district and, as such, may be inspected at any time and should not be considered private.

### **Failure To Follow Policy**

The user's use of the computer network and Internet is a privilege, not a right. A user who violates this policy, shall at a minimum, have his or her access to the computer network and Internet terminated, which the school district may refuse to reinstate for the remainder of the student's enrollment in the school district. A user violates this policy by his or her own action or by failing to report any violations by other users that come to the attention of the user. Further, a user violates this policy if he or she permits another to use his or her account or password to access the computer network and Internet, including any user whose access has been denied or terminated. The school district may also take other disciplinary action in such circumstances.

### **Warranties/Indemnification**

The school district makes no warranties of any kind, either express or implied, in connection with its provision of access to and use of its computer networks, devices, and the Internet provided under this policy. It shall not be responsible for any claims, losses, damages, or costs (including attorney's fees) of any kind suffered, directly or indirectly, by any user or his or her parent(s) or guardian(s) arising out of the user's use of its computer networks, devices, or the Internet under this policy. By signing this policy, users are taking full responsibility for his or her use, and the user who is 18 or older or, in the case of a user under 18, the parent(s) or guardian(s) are agreeing to indemnify and hold the school, the school district, the Data Acquisition Site that provides the computer and Internet access opportunity to the school district and all of their administrators, teachers, and staff harmless from any and all loss, costs, claims, or damages resulting from the user's access to its computer network, devices, and the Internet, including but not limited to any fees or charges incurred through purchases of goods or services by the user. The user or, if the user is a minor, the user's parent(s) or guardian(s) agree to cooperate with the school in the event of the school's initiating an investigation of a user's use of his or her access to its computer network, devices, and the Internet, whether that use is on a school computer/device or on another computer/device outside the school district's network.

### **Updates**

Users, and if appropriate, the user's parents/guardians, may be asked from time to time to provide new or additional registration and account information or to sign a new policy, for example, to reflect developments in the law or technology. Such information must be provided by the user (or his/her parents or guardian) or such new policy must be signed if the user wishes to continue to receive service. If after you have provided your account information, some or all of the information changes, you must notify the person designated by the school to receive such information.

**Legal Reference:** Connecticut General Statutes

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

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

10-209 Records not to be public.

11-8a Retention, destruction and transfer of documents

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

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

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

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

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

Children's Internet Protection Act of 2000 (HR 4577, P.L.106-554)

Communications Act of 1934, as amended (47 U.S.C. 254[h],[I])

Elementary and Secondary Education Act of 1965, as amended (20 U.S.C. 6801 et seq., Part F)

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

*Reno v. ACLU*, 521 U.S. 844 (1997)

*Ginsberg v. New York*, 390 U.S. 629, at 642, n.10 (1968)

*Board of Education v. Pico*, 457 U.S. 868 (1988)

*Hazelwood School District v. Kuhlmeier*, 484 U.S. 620, 267 (1988)

**CODE OF CONDUCT FOR INTERNET AND OTHER  
COMPUTER NETWORK ACCESS**

The purpose of providing Internet and other computer network access in this district is to promote the exchange of information and ideas with the global community. The following represents a guide to the acceptable use of the technology provided by this district. All network use must be consistent with the policies and goals of this school district. Inappropriate use of district technology will result in the loss of technology use, disciplinary action, and/or referral to legal authorities.

All Internet and other computer network users will be expected to abide by the generally accepted rules of network etiquette. These include, but are not limited to, the following:

1. Don't transmit offensive or harassing messages; offer for sale or use any substance the possession or use of which is prohibited by the school district's student discipline policy; view, transmit or download inappropriate or illegal materials or materials that encourage others to violate the law; intrude into the networks or devices computers of others; and download or transmit confidential, trade secret information, or copyrighted materials. Even if materials on the networks are not marked with the copyright symbol, you should assume that all materials are protected unless there is explicit permission on the materials to use them.
2. Be polite. Use appropriate language. No swearing, vulgarities, suggestive, obscene, belligerent, or threatening language. Avoid language and uses which may be offensive to other users. Do not make, distribute, or redistribute jokes, stories, or other material which are personal in nature or are based upon slurs or stereotypes relating to race, gender, ethnicity, nationality, religion, or sexual orientation.
3. Do not send messages that contain false, malicious, or misleading information which may be injurious to a person or a person's property.
4. Protect password confidentiality. Passwords are not to be shared with others. Using another user's account or password or allowing such access by another may be permitted only with the approval of the supervising teacher or system administrator.
5. Do not reveal your personal address or telephone number or those of other persons. No student information protected by FERPA should be electronically transmitted or otherwise disseminated through the network. Do not assume that a sender of email is giving his or her permission for you to forward or redistribute the message to third parties or to give his/her email address to third parties. This should only be done with permission or when you know that the individual would have no objection.

6. Do not disguise the point of origin or transmission of electronic mail.
7. Illegal activities are strictly prohibited Do not use the computer network, devices or the Internet to gain unauthorized access to other devices, computers or computer systems, or to attempt to gain such unauthorized access (i.e. “hacking”). Any use which violates state or federal law relating to copyright, trade secrets, the distribution of obscene or inappropriate materials, or which violates any other applicable law or municipal ordinance, is strictly prohibited.
8. The district technology is not to be used for playing multi-user or other network intensive games, commercial ventures, Internet relay chat lines, or downloading excessively large files.
9. No charge for services, products or information are to be incurred without appropriate permission. You should not give others private information about you or others, including credit card numbers and social security numbers.
10. Do not use the network in such a way that you would disrupt the use of the network by other users.
11. Users shall respect the privacy of others and not read the mail or files of others without their permission. Copyright and licensing laws will not be intentionally violated.
12. Vandalism will result in cancellation of privileges. Vandalism is defined as any malicious attempt to harm or destroy hardware, data of another user, Internet, or any other agencies or other networks which may be accessed. This includes, but is not limited to, the uploading or creation of computer viruses.
13. Report security problems to the supervising teacher or system administrator.
14. Violators of this policy shall hold the district, including its employees and agents, harmless against any and all causes of action, damages, or other liability resulting from the willful or negligent violation of this policy.

NEW HAVEN PUBLIC SCHOOLS  
New Haven, Connecticut

month/day/year

Dear Parents/Guardians:

New Haven Public Schools offers students access to computer service networks, devices, and the Internet such as electronic mail and the Internet in accordance with the Board Acceptable Use and Internet Safety Policy (ADD INTERNET LINK) and the Code of Conduct for Internet and Other Computer Network Access (attached).

The Board of Education supports and respects each family's right to decide whether or not to allow their child(ren) to access the Internet. Please take the time to sit down with your child(ren) to read and discuss the *Rules and Codes of Ethics for School Computer Users*. Then, sign and return the statement(s) provided as soon as possible.

**Rules and Codes of Ethics for School Computer Users**

Internet access is provided for students to conduct research and communicate with others in relation to school work. Access to network services is given to students who agree to act in a considerate and responsible manner. Parent permission is required. Access is a privilege, not a right. Therefore, based upon the Acceptable Use Policy outlined in this document, the system administrators will deem what is inappropriate use. Decisions are final. The system administrators may deny, revoke, or suspend specific user access at any time.

Individual users are responsible for their use of the network. District guidelines are as follows:

- Student users, before accessing the Internet, must always get permission and follow instructions.
- Student users must sign in each time they use the network.
- Student users must be supervised when accessing the Internet.
- Student users will only use computer resources for educational purposes and in compliance with instructional activities.

- Student users will comply with the Code of Conduct for Internet and Other Computer Network Access at all times.

Please sign the attached Internet Access Conduct Agreement verifying your acceptance of these rules and Policy.

**6141.321**  
**Appendix B, Form #2**

**INTERNET ACCESS CONDUCT AGREEMENT**

***Every student, regardless of age, must read and sign below:***

I have read, understand, and agree to abide by the terms of the foregoing Acceptable Use and Internet Safety Policy. Should I commit any violation or in any way misuse my access to the school district's computer network and the Internet, I understand and agree that my access privilege may be revoked and school disciplinary action may be taken against me.

User's Name (print clearly) \_\_\_\_\_ Home Phone: \_\_\_\_\_

User's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

Status: Student \_\_\_\_\_ Staff \_\_\_\_\_ Patron \_\_\_\_\_ I am 18 or older \_\_\_\_\_ I am under 18 \_\_\_\_\_

If I am signing this policy when I am under 18, I understand that when I turn 18, this policy will continue to be in full force and effect and agree to abide by this policy.

**Parent or Guardian:** (If applicant is under 18 years of age, a parent or guardian must also read and sign this agreement.) As the parent or legal guardian of the above student, I have read, understand and agree that my child or ward shall comply with the terms of the school district's Acceptable Use and Internet Safety Policy for the student's access to the school district's computer network and the Internet. I understand that access is being provided to the students for educational purposes only. However, I also understand that it is impossible for the school to restrict access to all offensive and controversial materials and understand my child's or ward's responsibility for abiding by the policy. I am, therefore, signing this policy and agree to indemnify and hold harmless the school, the school district, and the Data Acquisition Site that provides the opportunity to the school district for computer network and Internet access against all claims, damages, losses, and costs, of whatever kind that may result from my child's or ward's use of his or her access to such networks or his or her violation of the foregoing policy. Further, I accept full responsibility for supervision of my child's or ward's use of his or her access account if and when such access is not in the school setting. I hereby give permission for my child or ward to use the building-approved account to access the school district's computer network and the Internet.

Parent or Guardian (please print): \_\_\_\_\_ Home Phone: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

This agreement is valid for the \_\_\_\_\_ school year only

### CONSENT FOR PARTICIPATION IN DISTANCE LEARNING

The following are the terms and conditions for the delivery of instruction and curriculum via a computer network, device and/or the Internet (hereafter referred to as “distance learning”). [MM1]

I understand that my child may be receiving group lessons through video or teleconferencing as part of the delivery of instruction via distance learning. By continuing to allow my child to participate in distance learning instruction provided by New Haven Public Schools, **unless I send you notice of my disagreement as set forth below**, I agree as follows:

1. To whatever extent possible, I will make arrangements that my child participate in those lessons in a private space where, other than a parent/guardian, no other individual has access to or is present during the period of instruction. I understand that the purpose of this is to seek to avoid any third parties from obtaining, even incidentally, any personally identifiable information about any other child.
2. I have reviewed the Board Acceptable Use and Internet Safety Policy (ADD INTERNET LINK) and the Code of Conduct for Internet and Other Computer Network Access and agree that I will comply with those documents.
3. I agree to the transmission of my child’s image for the purpose of interaction with their teacher and class through a videoconferencing system or other protected online environment. I understand that my child has the option to prevent their picture from being broadcast to the entire group.
3. I understand that as my child participates in distance learning classes, I may see, hear, or be exposed to confidential and personally identifiable information about students other than my own child. I understand that student confidentiality must be respected at all times when participating in distance learning. I acknowledge that it is my responsibility to respect the privacy and confidentiality of this information about all students other than my own child. I agree to maintain the confidentiality of all information that I may obtain about any students other than my own child. I will not access, use, or disclose any confidential information of any student other than my own child. I agree I will not record in any way any portion of any group lesson
4. I understand that in the event that my presence during any lesson causes any disruption of the educational process, this may impact my child’s ability to participate in distance learning. I understand that staff reserves the right to terminate my child’s



participation in distance learning if at any time the staff determines that my presence, that of my child, or any third party or activity, interferes with the delivery of instruction or causes a disruption of the educational process during the distance learning session. If a session must be terminated for this reason, the district can determine alternative means to provide the learning opportunity.

5. I understand that in the course of the provision of group lessons, personally identifiable information of my child may be disclosed to undetermined and/or unknown third parties. Those individuals include the parents of other children receiving the group lessons as well as other individuals who may be in the space where the child is receiving the distance learning lesson. I understand that the New Haven Board of Education has no control over the potential disclosure or dissemination of this information. I hereby waive any claims and actions of any kind against the New Haven Board of Education, its agents and employees, for any such disclosure of my child's confidential information and/or personally identifiable information, including claims under FERPA, as set forth herein.

By your child's participation in this plan, you are agreeing to the terms and conditions below. If you disagree with these terms and conditions, you must provide us written notice of your disagreement. You can provide us with that written notice by [INSERT<sub>[see note]</sub>]. If you are in disagreement, distance learning instruction and curriculum will not be provided to your child and we will determine a different means by which to address your child's educational needs.

We look forward to working with you and your child during this difficult time. Please address any questions to [INSERT NAME AND CONTACT INFORMATION]

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we will need to insert here a method for the parents to provide us with their disagreement. We may want to consider a way through Power School or other means that parents can access. Alternatively, for parents who don't have access to technology, is there a way they can mail it in? If so, to whose attention where?

MEMORANDUM

TO: New Haven Board of Education  
CC: Dr. Iline Tracey, Mr. Phillip Penn  
FROM: Dr. Paul Whyte  
DATE: May 7, 2020  
RE: Technology Distribution

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The purpose of this memo is to provide the Board with technology distribution by New Haven Public Schools as of this time, as requested.

The attached chart provides:

1. The total number of students broken down by schools and grades
2. The total number of laptops distributed, broken down by schools and grades

# Tech Distribution by School and Enrollment

HIGH SCHOOLS	# Devices Out	Enrollment
Coop Arts & Humanities High School	85	565
ESUMS	80	585
James Hillhouse High School	599	1033
Hill Regional Career High School	237	622
High School in the Community	134	254
Metropolitan Business Academy	72	385
New Haven Academy	46	287
Riverside Academy	43	126
Sound School	340	340
Wilbur Cross High School	424	1599
<b>ELEMENTARY AND K-8 SCHOOLS</b>		
Barnard Magnet School	211	511
Beecher Magnet School	147	487
Betsy Ross Arts Magnet School	214	432
Bishop Woods Executive Academy	334	447
Brennan/Rogers Magnet School	151	435
Celentano Magnet School	153	400
Clemente Leadership Academy	362	465
Clinton Avenue School	404	464
Columbus Family Academy	162	460
Conte West Hills Magnet School	378	671
Davis Street Magnet School	132	451
East Rock Magnet School	104	511
Edgewood Magnet School	122	448
Elm City Montessori School	27	114
Fair Haven School	574	868
Hill Central Music Academy	234	481
W. Hooker Elementary School	81	420
Jepson Magnet School	182	522
John C. Daniels Magnet School	79	515
John S. Martinez Magnet School	441	530
King/Robinson Magnet School	224	522
Lincoln-Bassett School	177	391
Mauro/Sheridan Magnet School	152	535
Nathan Hale School	114	560
Quinnipiac Magnet School	88	255
Ross/Woodward Magnet School	252	652
Obama Magnet School	148	288
Troup School	234	424
Truman School	285	560
West Rock STREAM Academy	60	202
Wexler/Grant School	248	356
<b>Total</b>	<b>8534</b>	<b>20173</b>

## Tech Distribution by School and Grade

	Devices Out	PRE K	K	1	2	3	4	5	6	7	8	9	10	11	12	Enrollment
Coop Arts & Humanities High School	85											34	21	15	15	565
ESUMS	80								16	18	17	11	5	8	5	585
James Hillhouse High School	599															1033
Hill Regional Career High School	237											55	82	56	44	622
High School in the Community	134											37	46	26	25	254
Metropolitan Business Academy	72											23	18	15	16	385
New Haven Academy	46											18	13	7	8	287
Riverside Academy	43											11	20	10	2	126
Sound School	340															340
Wilbur Cross High School	424															1599
Barnard Magnet School	211	7	19	22	24	23	23	21	30	19	23					511
Beecher Magnet School	147	N/A	2	15	21	22	12	23	23	15	10					487
Betsy Ross Arts Magnet School	214							37	58	65	54					432
Bishop Woods Executive Academy	334	N/A	44	31	36	38	41	40	43	39	22					447
Brennan/Rogers Magnet School	151	0	5	4	11	38	19	18	16	19	21					435
Celentano Magnet School	153															400
Clemente Leadership Academy	362	0	31	38	32	36	41	38	48	54	44					465
Clinton Avenue School	404	0	49	47	35	51	46	48	47	42	39					464
Columbus Family Academy	162	NA	15	20	18	20	20	21	19	15	14					460
Conte West Hills Magnet School	378	0	39	34	40	46	42	46	39	39	53					671
Davis Street Magnet School	132	0	16	13	16	17	14	17	10	12	17					451
East Rock Magnet School	104	0	4	6	13	13	12	15	14	14	13					511
Edgewood Magnet School	122	0	10	10	12	25	9	11	12	15	18					448
Elm City Montessori School	27															114
Fair Haven School	574	1	57	40	33	55	88	71	79	75	75					868
Hill Central Music Academy	234	0	19	21	23	32	34	26	30	23	26					481

