

Business/Non-Instructional Operations

Student Data Privacy

I. Purpose

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

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

II. Definitions

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

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

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

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

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9. **“Student”** means a person who is a resident of the state and (A) enrolled in a preschool program participating in the state-wide public school information system, pursuant to section 10-10a, (B) enrolled in grades kindergarten to twelve, inclusive, in a public school, (C) receiving special education and related services under an individualized education program, or (D) otherwise the responsibility of a local or regional board of education.
10. **“Targeted advertising”** means presenting an advertisement to a student where the selection of the advertisement is based on student information, student records or student-generated content or inferred over time from the usage of the operator's Internet website, online service or mobile application by such student or the retention of such student's online activities or requests over time for the purpose of targeting subsequent advertisements. “Targeted advertising” does not include any advertising to a student on an Internet website that such student is accessing at the time or in response to a student's response or request for information or feedback.
11. **“De-identified student information”** means any student information that has been altered to prevent the identification of an individual student.
12. **“Persistent unique identifier”** means a unique piece of information that can be used to recognize a user over time and across different Internet websites, online services or mobile applications and is acquired as a result of the use of a student's use of an operator's Internet website, online service or mobile application.

III. Contracting Requirements

A. Required Terms

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

1. A statement that student information, student records and student-generated content are not the property of or under the control of a contractor;
2. A description of the means by which the Board may request the deletion of any student information, student records or student-generated content in the possession of the contractor that is not (A) otherwise prohibited from deletion or required to be retained under state or federal law, or (B) stored as a copy as part of

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- a disaster recovery storage system that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by the contractor, provided that the Board 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 shall not use student information, student records and student-generated content for any purposes other than those authorized pursuant to the contract;
 4. A description of the procedures by which a student, parent or legal guardian of a student may review personally identifiable information contained in student information, student records or student-generated content and correct erroneous information, if any, in such student record;
 5. A statement that the contractor shall take actions designed to ensure the security and confidentiality of student information, student records and student-generated content;
 6. A description of the procedures that a contractor will follow to notify the Board, in accordance with the provisions of section 10-234dd of the Connecticut General Statutes, when there has been an unauthorized release, disclosure or acquisition of student information, student records or student-generated content;
 7. A statement that student information, student records or student-generated content shall not be retained or available to the contractor upon expiration of the contract between the contractor and the Board except a student, parent or legal guardian of a student may choose to independently establish or maintain an electronic account with the contractor after the expiration of such contract for the purpose of storing student-generated content;
 8. A statement that the contractor and the New Milford Board of Education shall ensure compliance with FERPA, as amended from time to time;
 9. A statement that the laws of the state of Connecticut shall govern the rights and duties of the contractor and the New Milford Board of Education; and
 10. A statement that if any provision of the contract or the application of the contract is held invalid by a court of competent jurisdiction, the invalidity does not affect

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other provisions or applications of the contract which can be given effect without the invalid provision or application.

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

Any contract entered into on or after July 1, 2018, that does not include (1) the required provisions listed above or (2) the uniform student data privacy terms-of-service agreement developed by the Connecticut Commission for Educational Technology shall be void provided that the Board has first given reasonable notice to the contractor and the contractor has failed within a reasonable time to amend the contract to include such required provisions or the uniform terms-of-service addendum. The Board and a contractor may include the Connecticut Commission for Educational Technology uniform terms-of-service agreement addendum to satisfy the requirements of Conn. Gen. Stat. § 10-234bb.

B. Parent and Student Notification

The Board shall maintain and update, as necessary, an Internet web site with information relating to all contracts entered into with a contractor that provides for the sharing of or access to student information, student records or student-generated content. Not later than five business days after executing a contract with a contractor that provides for the sharing of or access to student information, student records or student-generated content the Board shall post notice of such contract on the Board's internet web site. The notice shall include the contract and shall:

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

On or before September first of each school year, the Board shall electronically notify students and parents or legal guardians of students of the address of the Board's Internet web site as described above.

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C. Parent and Student Continued Account Access

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

D. Special Education Students

The Board shall not be required to enter into a contract that provides for the sharing of or access to student information, student records or student-generated content if the use of an Internet web site, 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 web site, online service or mobile application is unable to comply with the provisions of Conn. Gen. Stat. § 10-234bb, provided (1) such Internet web site, online service or mobile application complies with the Family Educational Rights and Privacy Act of 1974, 20 USC 1232g, as amended from time to time, and the Health Insurance Portability and Accountability Act of 1996, P.L. 104-191, as amended from time to time, (2) the Board 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 web site, online service or mobile application, and (B) find an equivalent Internet web site, 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 Conn. Gen. Stat. § 10-234cc for such use, and (4) the parent or legal guardian of such child, and, in the case of a child with an individualized education program, a member of the planning and placement team, sign an agreement that (A) acknowledges such parent or legal guardian is aware that such Internet web site, online service or mobile application is unable to comply with the provisions of this section, and (B) authorizes the use of such Internet web site, online service or mobile application. The Board shall, upon the request of a parent or legal guardian of a child, provide the evidence described in subdivision (2) of this subsection to such parent or legal guardian.

Each school year the Board shall annually submit a report to the Commission for Educational Technology concerning the use of Internet web sites, online services or mobile applications without a contract pursuant to this section. Such report shall indicate whether or not any such Internet web sites, online services or mobile applications are being so used, and, if so, a list of all such Internet web sites, online services or mobile applications.

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IV. Contractor Requirements

A. Security and Confidentiality

The Board expects that the contractors with whom it contracts with will take the security and confidentiality of student information, student records and student-generated content extremely seriously and will comply with all applicable legal requirements regarding the maintenance and security of student data. In particular, contractors must implement and maintain security procedures and practices designed to protect student information, student records and student-generated content from unauthorized access, destruction, use, modification or disclosure that, based on the sensitivity of the data and the risk from unauthorized access, meet or exceed industry standards. At a minimum contractors with whom the Board contracts will be expected to:

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

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

B. Impermissible Use of Student Data

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

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

V. Operator Requirements

A. Impermissible Operator Use of Student Data

The Board expects that the operators with whom it contracts with will take the security and confidentiality of student information, student records and student-generated content extremely seriously and will comply with all applicable legal requirements regarding the maintenance and security of student data. In particular, operators must (1) implement and maintain security procedures and practices that meet or exceed industry standards and that are designed to protect student information, student records and student-generated content from unauthorized access, destruction, use, modification or disclosure, and (2) delete any student information, student records or student-generated content within a reasonable amount of time if a student, parent or legal guardian of a student or the Board who has the right to control such student information requests the deletion of such student information, student records or student-generated content unless (A) state or federal law prohibits such deletion or otherwise requires the retention of such student information, student records or student-generated content, or (B) a copy of such student information, student records or student-generated content is in the possession of the operator as part of a disaster recovery storage system and is inaccessible to the public and unable to be used in the normal course of business by the operator, provided such student, parent or legal guardian of a student or the Board may request the deletion of any such student information, student records or student-generated content if such copy is used by the operator to repopulate accessible data following a disaster recovery.

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

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

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

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

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B. Permissible Operator Use of Student Information

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

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

C. Permissible Operator Use of De-Identified Student Information

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

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

D. Access to Student Data

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

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

VI. Data Breach Procedures

A. Contractor Notification Requirements

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

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

B. Board Notification Requirements

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

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C. Operator Notification Requirements

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

(cf. 3300 – Purchasing)

(cf. 3313 -- Relations with Vendors)

(cf. 3313.1 -- Local Purchasing)

(cf. 3321 -- Requesting Goods and Services (Requisitions))

(cf. 5125 – Student Records: Confidentiality)

(cf. 6156 – Use of Technology in Instruction)

(cf. 6161.7 – Use of Proprietary Software Products)

(cf. 6162.51 – Protection of Student Privacy)

Legal References:

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

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

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

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

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

Connecticut General Statutes

- 1-210(b) . Access to public records. Exempt records.
- 7-109 Destruction of documents.
- 10-15b Access of parent or guardians to student's records.
- 10-209 Records not to be public.
- 10-234aa Definitions.
- 10-234bb Contracts between boards of education and contractors re student data.
Requirements
- 10-234cc Requirements for operators re student data
- 10-234dd Duties re unauthorized release, disclosure or acquisition of student data
- 11-8a Retention, destruction and transfer of documents
- 11-8b Transfer or disposal of public records. State Library Board to adopt regulations.
- 46b-56(e) Access to Records of Minors.

Connecticut Public Act 18-125: An Act Concerning Revisions to the Student Data Privacy Act

Connecticut Public Records Administration Schedule M8 –Education Records (2/2005)

Policy adopted:

June 19, 2018

NEW MILFORD PUBLIC SCHOOLS
New Milford, Connecticut

CONTRACT

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

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

1. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Scope of Services

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

3. Property and Control

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

4. Secure Data Storage

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

5. Deletion of Student Data

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

6. Contractor Use of Student Data

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

7. Parent, Student or Guardian Review of Student Data

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

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

8. Ensuring Confidentiality

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

9. Data Backup Plans

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

10. Unauthorized Release, Disclosure or Acquisition of Student Data

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

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

11. Retention of Student Data

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

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

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

12. FERPA

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

13. Governing Law

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

14. Invalid Provisions

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

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

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

16. Obligations Not Assignable

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

17. Obligations Are In Addition to Pre-existing Obligations

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

18. Publicity

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

19. Training

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

20. Amendment

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

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

On Behalf of The Contractor

Date

On Behalf of the New Milford Board of
Education

Date