



Cheshire Public Schools Terms of Service Addendum CONNECTICUT STUDENT DATA PRIVACY

Connecticut General Statutes §§ 10-234aa through 10-234dd (the "Privacy Statutes") impose obligations on contractors who, in the course of providing services to public boards of education and public school students, gain possession of or access to student information, student records, or student-generated content (collectively, "student data").

By providing your signature below, the Contractor certifies and affirms that it will comply with the terms and conditions herein.

Definitions

For purposes of this Notice and Certification, the terms "contractor," "operator," "consultant," "directory information," "de-identified student information," "personally-identifiable information," "school purposes," "student information," "student records," "student-generated content," and "targeted advertising" shall be defined in accordance with Conn. Gen. Stat. § 10-234aa. "Education records" shall be defined by the Family Educational Rights and Privacy Act of 1974 ("FERPA"), codified at 20 U.S.C § 1232g (as amended) and its implementing regulations, 34 CFR 99.1 - 99.67 (as amended).

Contractual Provisions

1. All student records, student information, and student-generated content (collectively, "student data") provided or accessed pursuant to the contract are not the property of, or under the control of, the Contractor.
2. The Board shall have the ability to request the deletion of student data in the possession of the Contractor except in instances where such data is (A) otherwise prohibited from deletion or required to be retained under state or federal law, or (B) stored as a copy as part of a disaster recovery storage system and that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by the Contractor. 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. The Board may request the deletion of student data by contacting the associated Contractor support team in writing on the Board's letterhead, with such writing bearing the signature of a Board official. The Contractor may request additional information as may be necessary to confirm the validity of the deletion request and to fulfill the request. The Contractor shall then carry out the deletion request within 10 business days of receiving the request, with reasonable support and assistance from the Board, if necessary. The Board agrees that the Contractor shall not be responsible for the unintended deletion of student data where such deletion is performed at the Board's request.
3. The Contractor shall not use student data for any purposes other than those authorized pursuant to this contract, any applicable product terms of use, or the Contractor privacy policy located here: <https://www.bepublishing.com/about-us/terms-and-conditions/>.

4. A student, parent or legal guardian of a student may review personally identifiable information contained in student data and correct any erroneous information, if any, in such student data. He or she may do so by requesting to see the student's file through the District's Pupil Personnel Services Office and submitting any requested corrections to the Office.
5. The Contractor shall take actions designed to ensure the security and confidentiality of student data.
6. The Contractor will notify the Board, in accordance with Conn. Gen. Stat. § 10234dd, when there has been an unauthorized release, disclosure or acquisition of student data. Such notification will include the following steps: notifying the Customer contact of record on file with bepublishing.
7. Student data shall not be retained or available to the Contractor upon expiration of the contract between the Contractor and Board, except a student, parent or legal guardian of a student may choose independently to establish or maintain an electronic account with the Contractor after the expiration of such contract for the purpose of storing student-generated content.
8. The Contractor and Board shall each ensure their own compliance with the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, as amended from time to time.
9. The laws of the State of Connecticut shall govern the rights and duties of the Contractor and the Board.
10. If any provision of the contract or the application of the contract is held invalid by a court of competent jurisdiction, the invalidity does not affect other provisions or applications of the contract which can be given effect without the invalid provision or application.
11. The Contractor acknowledges and agrees to comply with the above and all other applicable aspects of Connecticut's Student Data Privacy law according to Connecticut General Statutes §§ 10-234aa through 10-234dd.
12. The Parties agree that this Agreement controls over any inconsistent terms or conditions contained within any other agreement entered into by the Parties concerning student data.

Perpetuity

Notwithstanding any other provision in the Agreement, this addendum shall remain in effect in perpetuity, except that either party may terminate at any time by submitting written notice of termination to the other party at least ten days in advance of the date of termination.

For and on behalf of Cheshire Public Schools

For and on behalf of bepublishing

Signature: 

Signature: Erin Mainville

Name: Jeffrey F. Solan

Name: Erin Mainville

Title: Superintendent

Title: Accountant

Date: 8/12/2019

Date: 01/15/19