

THOMASTON PUBLIC SCHOOLS TERMS OF SERVICE ADDENDUM

This agreement (“Agreement”) is entered into on B.E. Publishing between the Thomaston Board of Education (the “Board”) and B.E. Publishing of North Kingstown, RI (“Contractor”) (collectively, the “Parties”) for the purpose of identifying the obligations of the Parties relative to the confidentiality of student data.

For the purposes of this Agreement, “directory information,” “de-identified student information,” “school purposes,” “student information,” “student records,” “student-generated content,” and “targeted advertising” shall be as defined by Conn. Gen. Stat. § 10-234aa.

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 access to and the ability to delete 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 sending such request to the Contractor in writing on Board letterhead bearing the signature of a Board official. The Contractor will delete the requested student data within five (5) business days of receiving such a request.
3. The Contractor shall not use student data for any purposes other than those authorized pursuant to this agreement.
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 contacting the contractor or the Board directly. If the Contractor receives a request to review student data in the Contractor’s possession directly from a student, parent or guardian, the Contractor agrees to refer that individual to the Board and to notify the Board within five (5) business days of receiving such a request. The Contractor agrees to work cooperatively with the Board to permit a student, parent, or guardian to review personally identifiable information in student data that has been shared with the Contractor, and correct any erroneous information therein, by following the amendment procedures outlined in the Board’s Policy 5125 Students Student Records; Confidentiality.
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. § 10-234dd, when there has been an unauthorized release, disclosure or acquisition of student data. Such notification will include the following steps: The Contractor shall provide initial

notice to the Board as soon as possible, but not more than five (5) calendar days after such discovery ("Initial Notice"). The Initial Notice shall be delivered to the Board by electronic mail to **Geoffrey Dobos**, gdobos@thomastonschools.org and shall include the following information, to the extent known at the time of notification:

- Date and time of the breach;
- Names of student(s) whose student data was released, disclosed or acquired;
- The nature and extent of the breach;
- The Contractor's proposed plan to investigate and remediate the breach.

Upon discovery by the Contractor of a breach, the Contractor shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not later than thirty (30) days after discovery of the breach, shall provide the Board with a more detailed notice of the breach, including but not limited to:

- The date and time of the breach; name(s) of the student(s) whose student data was released, disclosed or acquired;
- Nature and extent of the breach; and
- Measures taken to ensure that such a breach does not occur in the future.

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.
13. The Contractor acknowledges and agrees to comply with the Connecticut Student Data Privacy Pledge:

As an authorized representative of my company or organization, which has developed one or more Web sites, online services, or mobile applications for school purposes, I hereby attest that we commit to this Connecticut Student Data Privacy Pledge. In doing so, I acknowledge that we have fully reviewed and comply with all applicable aspects of

the state's student data privacy law, as defined in Connecticut General Statutes §§ 10-234aa through 10-234dd. We address and comply with the law's requirements through one or more standard contract vehicles (e.g., terms of service, data-processing agreement, etc.) that we enter into with each of our Connecticut public school customers.

Signatures:

For the Thomaston Board of Education:

_____	_____
Francine Coss, Superintendent of Schools	DATE
Thomaston Public Schools	

For Contractor:

B.E. Publishing

Contractor Representative Name (PRINT) Erin Mainville

<u>Erin Mainville</u>	<u>1/27/2020</u>
Contractor Representative Signature	DATE