Regional School District No. 7   3520.13

STUDENT DATA PRIVACY

Public Act 16-189 (An Act Concerning Student Data Privacy) requires contracts entered into, amended or renewed by a local or regional board of education on and after **October 1, 2016** that involve the sharing or providing of access to student information, student records or student-generated content [collectively, "such student information"] with a contractor be in writing and contain certain terms.

All such contracts must include the following terms:

1. A statement that such student information is not the property of or under the control of a contractor;

2. A description of the means by which the board of education may request the deletion of such student information in the possession of the contractor;

3. A statement that the contractor shall not use such student information for any purposes other than those authorized pursuant to the contract;

4. A description of the procedures by which a student, parent or guardian of a student may review personally identifiable information contained in such student information 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 such student information;

6. A description of the procedures that a contractor will follow to notify the board of education when there has been an unauthorized release, disclosure or acquisition of such student information;

7. A statement that such student information shall not be retained or available to the contractor upon completion of the contracted services unless a student, parent or legal guardian of a student chooses to establish or maintain an electronic account with the contractor for the purpose of storing student-generated content;

8. A statement that the contractor and the board of education shall ensure compliance with the Family Educational Rights and Privacy Act;

9. A statement that the laws of the State of Connecticut shall govern the rights and duties of the contractor and the board of education; and

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10. A statement that if any provision of the contract or the application of the contract is held invalid by a court of competent jurisdiction, the invalidity does not affect other provisions 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 a board of education on or after **October 1, 2016,** that conflicts with any provision of this Act shall be void; any such contract that does not include the listed contract provisions shall be void, provided the board of education has given reasonable notice to the contractor and the contractor failed within a reasonable time to amend the contract to include the provision required by this Act.

This Act further provides that not later than five business days after executing a contract, the board of education shall provide electronic notice to any student and the parent or guardian of a student affected by this contract. The notice 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 may be collected as a result of the contract. The board of education shall post such notice and the contract on its website.