

## Region 12

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### **NOTICE OF CONTRACT EXECUTION**

**In compliance with P.A. 16-189, An Act Concerning Student Data Privacy**

**Date contract executed:** March 17, 2017

**Brief description of contract and its purpose:** The purpose of this Agreement is to detail the obligations of both Parties relative to the safety and confidentiality of student information, student records and student-generated content (collectively, "student data"), which student data may be provided to the Contractor in connection with Contractor's provision of one or more of the following professional and non-instructional services (check those applicable):

Vision Screening

**Student information, student records or student-generated content that may be collected as a result of this contract:** Elementary students- vision screenings

Rev: 9/6/16

PATRICIA COSENTINO, Ed.D.  
Superintendent of Schools  
cosentinop@region-12.org

TERESA DEBRITO  
Director of Curriculum, Instruction & Assessment  
debritot@region-12.org

KAREN FILDES  
Director of Technology & Communications  
fildesk@region-12.org



ROBERT GIESEN  
Director of Finance & Operations  
giesenr@region-12.org

ALLYSON O'HARA  
Director of Pupil Personnel Services  
oharaa@region-12.org

DONALD O'LEARY  
Director of Facilities  
olearyd@region-12.org

**AGREEMENT**  
***Regional School District No. 12***  
**And**  
**Lions Eye Health Program-Kidsight**

This Agreement ("Agreement") is entered into on this 17<sup>th</sup> day of March, 2017, between the Region 12 Board of Education (the "Board") and Lions Eye Health Program-Kidsight ("Volunteer") (collectively, the "Parties") for the purpose of identifying the obligations of the Parties relative to the confidentiality of student data.

**Article I. Definitions.** For purposes of this Agreement, "directory information," "de-identified student information," "personally-identifiable information," "school purposes," "student information," "student records," "student-generated content," and "targeted advertising," shall be as defined by Public Act 16-189. "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).

**Article II. Purpose of Agreement:** The Parties agree that the purpose of this Agreement is to detail the obligations of both Parties relative to the safety and confidentiality of student information, student records and student-generated content (collectively, "student data"), which student data may be provided to the Volunteer in connection with Volunteer's provision of one or more of the following professional and non-instructional services (check those applicable):

Other (explain):\_Vision screening

**Article III. General Provisions**

- A. The Volunteer shall not use student data for any purposes other than those authorized in this Agreement, and may not use student data for any targeted advertising.

**Article IV. Security and Confidentiality of Student Data.** The Volunteer and the Board shall ensure that they each comply with the FERPA. Further, the Volunteer shall take actions designed to ensure the security and confidentiality of student data, including but not limited to:

- A. Using technologies and methodologies consistent with the guidance issued in the American Recovery and Reinvestment Act of 2009, Public Law 111-5, § 13402(h)(2), 42 U.S.C. § 17932;
- B. Maintaining technical safeguards relating to the possession of education records in a manner consistent with 45 C.F.R. 164.312;
- C. Otherwise meeting or exceeding industry standards relating to the safeguarding of confidential information.

**Article V. Prohibited Uses of Student Data**

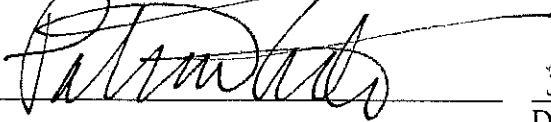
- A. The Volunteer shall not use student data for any purposes other than those authorized pursuant to this Agreement.
- B. The Volunteer shall not retain, and the Board shall not otherwise make available, any student data upon completion of the contracted services unless a student, or parent or legal guardian of a student chooses to establish or maintain an electronic account with the Volunteer for the purpose of storing student-generated content.

**Article VI-Use of Student ID for Privacy Matters**

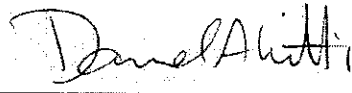
- A. The Regional School District No. 12 will provide the Volunteers with a list of Student ID numbers and associated Age for each student. Each student to be screened will have a name tag with that Student ID written on it in large letters. Students will arrive in the school provide screening room by class for screening purposes. The Volunteers will only enter the Student ID, age and gender into the equipment. Printouts will be provided to the school at the end of the session. The teacher or school health official will be responsible for collecting and retaining the list of Student ID at the end of the screening procedure.

**This Agreement is effective upon execution by both parties and shall continue until  
March 17, 2018**

**Dr. Patricia Cosentino  
Superintendent of Schools  
Regional School District No. 12**

  
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Date 3/17/17

**Daniel Uitti  
Connecticut Lions Eye Research Foundation  
Lions Eye Health Program-Kidsight**

  
\_\_\_\_\_  
Date 3/17/2017